

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

JAY CLOGG REALTY GROUP, INC.,

Plaintiff,

vs.

BURGER KING CORPORATION

Defendants.

CIVIL ACTION NO. 13-cv-00662

**DECLARATION OF LACEY RACINES
RE: NOTICE PROCEDURES**

I, **Lacey Racines**, declare:

1. I am a Consultant at Kurtzman Carson Consultants LLC ("KCC"), located at 75 Rowland Way, Suite 250, Novato, California. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. The purpose of this declaration is to provide the Parties and the Court with a summary and the results of the work performed by KCC related to the Notice Procedures for the *Jay Clogg Realty Group Inc. v. Burger King Corporation* settlement following the Preliminary Approval.

3. In compliance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. Section 1715, KCC compiled a CD-ROM containing the following documents: Class Action Complaint, Defendant's Answer, Affirmative Defenses to Plaintiff's Complaint, Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class and Entry of Scheduling Order, Plaintiff's Memorandum in Support of its Motion for Preliminary Approval of Class Settlement and

1 Conditional Certification of Class and Entry of Scheduling Order, Declaration of Edward A. Broderick
2 in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and
3 Conditional Certification of Class And Entry of Scheduling Order, Declaration Anthony I. Paronich in
4 Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional
5 Certification of Class And Entry of Scheduling Order, Declaration of Matthew P. McCue in Support of
6 Plaintiff's Motion for Class Certification, Declaration of Stephen H. Ring in Support of Plaintiffs'
7 Motion for Class Certification, draft Order Granting Preliminary Approval of Stipulation and Agreement
8 of Settlement, Conditional Class Certification, Notice of Settlement Class Members and Entry of
9 Scheduling Order, Claim Form, Direct Mail Notice, Facsimile Notice, Long Form Notice, Publication
10 Notice, Stipulation and Agreement of Settlement, [Proposed] Final Approval Order and Judgment, Class
11 Member List, Memorandum Opinion (issued April 16, 2014), and a cover letter (collectively, the "CAFA
12 Notice Packet"). A copy of the cover letter is attached hereto as Exhibit A.

13 4. On November 26, 2014, KCC caused sixty-two (62) CAFA Notice Packets to be mailed
14 via Priority Mail from the U.S. Post Office in Novato, California to the parties listed on Exhibit B, *i.e.*,
15 the U.S. Attorney General, the Attorneys General of each of the 50 States and the District of Columbia,
16 as well as parties of interest to this Action.

17 5. On February 23, 2015, KCC received notification from Counsel that the U.S. Department
18 of Justice had received a damaged/broken CD with their CAFA package. The U.S. Department of
19 Justice requested the documents contained on the CD be emailed directly to one of their personnel.
20 KCC provided all documentation to the email address provided on February 23, 2015. As of the date of
21 this Declaration, KCC has not received any additional inquiries from any of the recipients identified in
22 paragraph 4 above.
23

24 6. KCC was retained to, among other tasks, mail the Legal Notice by Order of the United
25 States District Court for the District of Maryland (the "Long Form Notice") and Proof of Claim Form
26 (the "Claim Form"), to fax the Legal Notice and Claim Form (the "Fax Form"), and to publish the
27 Summary Notice. Copies of the Long Form Notice, and Claim Form, Fax Form, and Summary Notice
28 are attached hereto as Exhibits C through F, respectively.

1 7. On October 3, 2014, KCC received from the Defendant a computerized list of 97,382
2 names, addresses, and number of attempts, characterized as the Class Member List, i.e., all persons or
3 entities within the United States to whom Defendant sent, attempted to send, or caused to be sent (or
4 attempted) one or more unsolicited facsimile advertisements promoting its goods or services from
5 March 1, 2009 to November 17, 2014. KCC was later provided with an additional computerized list of
6 111,642 records of transactional data, which data included the number of facsimile attempts by
7 Defendant per phone number.

8 8. On or around December 11, 2014, KCC caused the addresses in the Class Member List to
9 be updated using the National Change of Address system, which updates addresses for all people who
10 had moved during the previous four years and filed a change of address with the U.S. Postal Service.
11 New addresses were found for 4,708 class members. The Class Member List was updated with these
12 new addresses.

13 9. During data analysis, KCC identified six (6) records containing an invalid fax number
14 and no mailing address. These records were removed from the Class List. KCC also identified 13 fax
15 numbers in the transactional data that did not exist in the original data file. KCC added these 13 records,
16 resulting in 97,389 Class Member names with fax numbers and/or addresses remaining on the Class
17 Member List. Of these 97,389 Class Member names, 97,389 contained a fax number and 97,275
18 contained an address.

19 10. On or before January 9, 2015, KCC caused a toll-free telephone number to be
20 established, and the staff members of the KCC Call Center to be trained in the details of this settlement,
21 so that they could provide information about filling out the Claim Form and receive requests for Notices
22 and Claim Forms.

23 11. On or before January 9, 2015, KCC caused an Interactive Voice Response (the "IVR")
24 system to be established (877-595-0473) to provide information about the settlement and to record
25 requests for the Claim Form and Notice.

26 12. On or before January 9, 2015, KCC caused a website to be established
27 (<http://www.BKFaxSettlement.com/>) to provide information about the settlement and to allow Class
28 Members to download copies of the Claim Form and Long Form Notice.

1 13. On or before January 9, 2015, KCC caused the Notice to be printed, and each of the
2 names and addresses of the class members to be printed on Claim Forms. KCC then caused a Notice
3 and Claim Form to be inserted into a window envelope for each Class Member (the "Notice Packets").

4 14. On January 9, 2015, KCC caused the 97,270 Notice Packets to be mailed to those Class
5 Members with a complete address by First Class postage at the U.S. Post Office in Burr Ridge, Illinois.

6 15. On January 9, 2015, KCC caused the 97,384 Fax Notices to be generated and to be sent
7 to those Class Members with a valid fax number.

8 16. On January 9, 2015, KCC initiated an internet banner ad campaign. Copies of the
9 internet banner ads are attached hereto as Exhibit G.

10 17. On the dates listed below, KCC caused the Summary Notice to be published in the
11 following newspapers.

12 a. *Baltimore Sun* – January 9, 2015

13 b. *Fort Lauderdale Sun Sentinel* – January 12, 2015

14 c. *Houston Chronicle* – January 12, 2015

15 d. *Miami Herald* – January 9, 2015

16 e. *New York Post* – January 9, 2015

17 f. *New York Times* – January 9, 2015

18 g. *Washington Post (Alexandria Zone)* – January 15, 2015

19 h. *Washington Times* – January 9, 2015

20 The Affidavits of Publication for all the newspaper are attached hereto as Exhibit H.

21 18. On February 6, 2015, KCC was notified that the Court approved that supplemental notice
22 be sent to those Class Members who had not yet filed a claim. The Plaintiff's Unopposed Motion to
23 Supplement Class Notice stipulates that KCC mail the Legal Notice postcard (the "Reminder Postcard")
24 and fax the Legal Notice and Claim Form (the "Reminder Fax Form") to those Class Members that had
25 not yet filed a claim. Copies of the Reminder Postcard and Reminder Fax Form are attached hereto as
26 Exhibits I and J.

27 19. On or before February 18, 2015, KCC caused the Reminder Postcard to be printed, and
28 each of the names and addresses of the class members to be printed on those postcards.

1 20. On February 18, 2015, KCC caused 95,332 Reminder Postcards to be mailed to those
2 Class Members with a complete address and without a claim on file by First Class postage at the U.S.
3 Post Office in Santa Ana, California.

4 21. On February 18, 2015, KCC caused 42,130 Reminder Fax Notices to be generated and
5 sent to those Class Members with a valid fax number and without a claim on file.

6 22. 169 Notice Packets were returned to KCC by the U.S. Postal Service with forwarding
7 addresses. KCC caused the Class Member List to be updated with the new addresses and Notice Packets
8 to be re-mailed to the class members at each of these new addresses.

9 23. 33,473 Notice Packets were returned to KCC by the U.S. Postal Service without
10 forwarding addresses. KCC conducted address searches using credit and other public source databases
11 to locate new addresses for 33,119 of these class members. 354 Notice Packets were received as
12 undeliverable close to the date of this declaration and so have not yet been searched. 28 class members
13 were not searched because they had previously contacted KCC to advise us of their new address or they
14 had already filed a claim. Of the 33,119 class members searched, new addresses were found for 6,208
15 of them and no new addresses were found for 26,911 of them. The Class Member List was updated with
16 these new addresses and Notice Packets were re-mailed to these class members using the new addresses.

17 24. Of the 6,208 class members with newly found addresses, 4,476 were returned by the U.S.
18 Postal Service once more without a forwarding address. These addresses were not searched again.

19 25. Altogether, there are 31,387 class members with known bad addresses (4,476 mailed,
20 returned, searched, re-mailed and returned once more by the U.S. Postal Service a second time and
21 26,911 searched without a new address being found).

22 26. 17 calls have been handled by the KCC Call Center. Of these callers, one requested a
23 Notice Packet. The Notice Packet request has been fulfilled.

24 27. 471 calls have been received by the IVR at KCC. Of these callers, 18 requested a Notice
25 Packet. All Notice Packet requests have been fulfilled.

26 28. KCC has received four (4) Requests for Exclusion. A list of the individuals requesting
27 exclusion and copies of the exclusion requests are attached hereto as Exhibit K. The only Objection filed
28 in this case is the Objection filed with the court on March 9, 2015 (Dkt. 96) on behalf of Eric Goldstein,

1 Ph.D d/b/a Sports Psychology Center, Neff Corp. and Sonia Blair.

2 29. 8,391 Claim Forms have been filed by Class Members, claiming for 22,409 facsimiles.
3 Given the number of facsimiles claimed, assuming approval of the requested attorneys' fees and
4 expenses, the Settlement Fund will be exhausted through the payment of (a) the Cash Benefits paid to
5 Claimants who submit a Valid Claim Form; (b) the requested Attorneys' Fees (\$2,833,050) and
6 Attorneys' Costs (\$78,259.68) awarded by the Court; (c) the Incentive Award; and (d) the Settlement
7 Administration Costs. Because Approved Claims to be paid out of the Settlement Fund will necessarily
8 exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a pro rata
9 proportion. Assuming payment of all of the requested Attorneys' Fees and Costs, and administrative
10 costs already incurred, the pro rata payout per fax will be approximately \$233.33.

11 30. Accordingly, after Claimants cash their checks, there won't be anything to distribute to
12 the Court's *cy pres* designee, other than perhaps an amount to reflect a sum that cannot be divided
13 evenly between the number of claimants, or if a claimant fails to cash the payout check for which it
14 submitted a claim.

15 31. As to the Objectors, the transactional data reflects that one fax attempt was made to each
16 of the facsimile numbers identified by objectors Neff Corp. (305-513-4159), Eric Goldstein, Phd. (305-
17 662-4668), and Sonia Blair (305-446-8747).

18
19 I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true
20 and correct to the best of my knowledge and that this declaration was executed this 1st day of April 2015
21 at Novato, California.

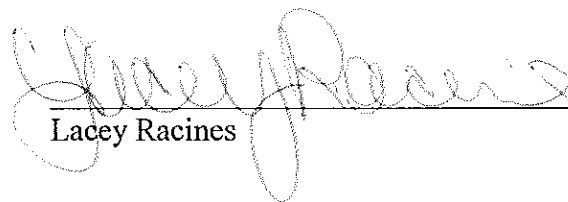
22
23
24 
Lacey Racines

Exhibit A



75 Rowland Way
Suite 250
Novato, CA 94945

415-798-5900 PHONE
415-892-7354 FAX
kccllc.com

November 26, 2014

VIA PRIORITY MAIL

«First» «Last»
«Company»
«Address_1»
«Address_2»
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

BRODERICK LAW, P.C. represents Jay Clogg Realty Group, Inc. ("Jay Clogg") in a putative class action lawsuit entitled *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, Case No. 8:13-cv-00662-PWG. The lawsuit is pending before the Honorable George Jarrod Hazel in the United States District Court for the District of Maryland. This letter is to advise you that Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on November 21, 2014.

Case Name: *Jay Clogg Realty Group, Inc. v. Burger King Corporation*

Case Number: 8:13-cv-00662-PWG

Jurisdiction: United States District Court,
District of Maryland

Date Settlement

Filed with Court: November 21, 2014

Defendant denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the following documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint* and *Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint* are included on the enclosed CD Rom.



«First» «Last»

November 26, 2014

Page 2

2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** As of November 26, 2014, the Court has not yet scheduled a final fairness hearing in this matter. Plaintiff filed *Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class and Entry of Scheduling Order* and draft *Order Granting Preliminary Approval of Stipulation and Agreement of Settlement, Conditional Class Certification, Notice of Settlement Class Members and Entry of Scheduling Order* requesting that a hearing take place before the Honorable George Jarrod Hazel. Copies of *Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class and Entry of Scheduling Order*, *Plaintiff's Memorandum in Support of its Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class and Entry of Scheduling Order*, *Declaration of Edward A. Broderick in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class And Entry of Scheduling Order*, *Declaration Anthony I. Paronich in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Settlement and Conditional Certification of Class And Entry of Scheduling Order*, *Declaration of Matthew P. McCue in Support of Plaintiff's Motion for Class Certification*, *Declaration of Stephen H. Ring in Support of Plaintiffs' Motion for Class Certification*, and draft *Order Granting Preliminary Approval of Stipulation and Agreement of Settlement, Conditional Class Certification, Notice of Settlement Class Members and Entry of Scheduling Order* are included on the enclosed CD Rom.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Claim Form*, *Direct Mail Notice*, *Facsimile Notice*, *Long Form Notice*, and *Publication Notice* to be provided to the class are included on the enclosed CD Rom.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Stipulation and Agreement of Settlement* with accompanying Exhibits is included on the enclosed CD Rom.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of November 26, 2014, no other settlement or agreement has been entered into by the parties to this Action.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of November 26, 2014, nor have any Notices of Dismissal been granted at this time. A copy of the *{Proposed} Final Approval Order and Judgment* is included on the enclosed CD Rom.



«First» «Last»

November 26, 2014

Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** Pursuant to 28 U.S.C. § 1715(b)(7)(A), a list of known class member names and their Cities and States of residence is included on the enclosed CD Rom. Pursuant to 28 U.S.C. § 1715(b)(7)(B), it is estimated that there are approximately 97,382 individuals in the class.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. A copy of the *Memorandum Opinion* issued on April 16, 2014 by the Honorable Pal W. Grimm, United States District Judge, is included on the enclosed CD Rom.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact Anthony I. Paronich (Anthony@broderick-law.com) of BRODERICK LAW, P.C., immediately so that Jay Clogg can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/

Patrick M. Passarella
Senior Vice President

Enclosure – CD Rom

Exhibit B

Last	First	Company	Address 1	Address 2	City	State	Zip
Geraghty	Michael	Office of the Alaska Attorney General	P.O. Box 110300		Juneau	AK	99811-0300
Strange	Luther	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL	36150-0152
McDaniel	Dustin	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR	72201-2610
Horne	Tom	Office of the Arizona Attorney General	1275 W. Washington Street		Phoenix	AZ	85007
	CAFA Coordinator	Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA	94102
Suhars	John	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Jeppson	Georgia	State of Connecticut Attorney General's Office	55 Elm Street		Hartford	CT	06108
Nathan	Irvin	District of Columbia Attorney General	441 4th Street, NW, Suite 1100S		Washington	DC	20001
Holder, Jr.	Eric H.	Attorney General of the United States	United States Department of Justice	550 Pennsylvania Avenue, NW	Washington	DC	20530-0001
Borden II	Joseph R.	Delaware Attorney General	General State Office Building	820 N. French Street	Wilmington	DE	16801
Burd	Plan	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL	32399-1050
Olaus	Sam	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA	30334-1300
Leola	David	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI	96813
Miller	Tom	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Wasson	Lawrence	State of Idaho Attorney General's Office	Statehouse	703 W. Jefferson St	Boise	ID	83720-0010
Madigan	Lisa	Illinois Attorney General	James R. Thompson Center	103 W. Randolph Street	Chicago	IL	60601
Zeslar	Greg	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN	46204
Schmidt	Derek	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS	66612-1597
Cornary	Jack	Office of the Kentucky Attorney General	703 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY	40601
Caldwell	James D.	Office of the Louisiana Attorney General	P.O. Box 9095		Baton Rouge	LA	70804-4095
Cooksey	Martha	Office of the Attorney General of Massachusetts	1 Ashburton Place		Boston	MA	02108-1518
Gansler	Douglas F.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD	21202-2202
Vitt	Jacot	Office of the Maine Attorney General	State House Station 6		Augusta	ME	04333
Schwartz	Bill	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI	48909-0212
Lori Swanson	Attorney General	Attorney CAFA Coordinator	1400 Bremer Tower	445 Minnesota Street	St. Paul	MN	55101-2131
Koster	Chris	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO	65101
Hood	Jim	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS	39205
Flax	Tim	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT	59620-1401
Cooper	Roy	Office of the North Carolina Attorney General	Department of Justice	P.O. Box 629	Raleigh	NC	27602-0629
Staten	Wayne	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Avenue	Bismarck	ND	58505-0040
Bunick	Jon	Office of the Nebraska Attorney General	State Capitol	P.O. Box 63920	Lincoln	NE	68509-8920
DeLoach	Michael	New Hampshire Attorney General	State House Annex	33 Capitol Street	Concord	NH	03301-6397
Chessa	Jeffrey S.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market Street, P.O. Box 680	Trenton	NJ	08625
King	Gary	Office of the New Mexico Attorney General	P.O. Drawer 1503		Santa Fe	NM	87504-1503
Maso	Catherine Cortez	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson Street	Carson City	NV	89701
Schnaderman	Eric	Office of the New York Attorney General	Department of Law	The Capitol, 2nd Floor	Albany	NY	12224
Dewina	Vika	Ohio Attorney General	State Office Tower	50 E. Broad Street	Columbus	OH	43268-0410
Prutt	Scott	Oklahoma Office of the Attorney General	313 NE 21st Street		Oklahoma City	OK	73105
Rosenblum	Elen F.	Office of the Oregon Attorney General	Justice Building	1182 Court Street, NE	Salem	OR	97301
Kane	Kathleen	Pennsylvania Office of the Attorney General	1600 Strawberry Square		Harrisburg	PA	17120
Kilmarin	Peter	Rhode Island Office of the Attorney General	150 South Main Street		Providence	RI	02903
Wilson	Alan	South Carolina Attorney General	Renard C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211-1549
Jackey	Marty J.	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD	57501-5501
Cooper, Jr.	Robert E.	Tennessee Attorney General and Reporter	425 5th Avenue North		Nashville	TN	37243
Abbott	Greg	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX	78711-2548
Swallow	John	Utah Office of the Attorney General	State Capitol, Room 236	305 N State St	Salt Lake City	UT	84114-0810
Cuccorelli	Ken	Office of the Virginia Attorney General	900 East Main Street		Richmond	VA	23219
Sorrell	William H.	Office of the Attorney General of Vermont	109 State Street		Montpelier	VT	05602-1031
Ferguson	Bob	Washington State Office of the Attorney General	1125 Washington St SE	P.O. Box 40160	Olympia	WA	98504-0160
Van Houten	J.B.	Office of the Wisconsin Attorney General	Dept of Justice, State Capitol, RM 114	East P.O. Box 7857	Madison	WI	53707-7857
Worster	Patrick	West Virginia Attorney General	State Capitol	1800 Kanawha Blvd E	Charleston	WV	25309
Phillips	Gregory	Office of the Wyoming Attorney General	State Capitol Bldg	200 W 22nd St	Cheyenne	WY	82002
Lutu	Aloa Leulumoega	American Samoa Attorney General	Exec. Ofc. Bldg. 10th Fl	Territory of American Samoa	Pago Pago	AS	96799
Rapadas	Leonardo M.	Attorney General Office	550 S. Marine Corps Drive	ITC Bldg, Suite 708	Tamuning	Guam	96913
San Nicolas	Joey Patrick	Northern Mariana Islands Attorney General	Administration Building	PO Box 10007	Saipan	MP	96950-8907
Miranda-Rodriguez	Cesar R.	Puerto Rico Attorney General	P.O. Box 902192		San Juan	PR	00902-0192
Frazer	Vincent	Department of Justice	Virgin Islands Attorney General	34-38 Kronprindsens Gade, GERS Bldg, 2nd Floor	St. Thomas	VI	00802
Broderick	Edward A.	Broderick Law, P.C.	125 Summer St.	Suite 1030	Boston	MA	02110
Paronish	Anthony L.	Broderick Law, P.C.	125 Summer St.	Suite 1030	Boston	MA	02110
McCue	Matthew P.	The Law Office of Matthew P. McCue	340 Union Avenue		Frammingham	MA	01702
Ring	Stephen H.	Law Offices of Stephen H. Ring, P.C.	508 Main St.	Suite 215	Gardensburg	MD	20878
Mazuchesi	Lauri Anna	Kelley Doyle and Warren LLP	200 Kimball Drive		Parsippany	NJ	07054

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

JAY CLOGG REALTY GROUP, INC.,

Plaintiff

vs.

BURGER KING CORPORATION

Defendant.

CIVIL ACTION NO. 13-cv-00662

LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND**IF YOU RECEIVED AN UNSOLICITED FACSIMILE ADVERTISEMENT FROM BURGER KING CORPORATION, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.****PLEASE DO NOT CONTACT BURGER KING CORPORATION OR THE COURT FOR INFORMATION***A federal court authorized this notice. This is not a solicitation from a lawyer.**Si usted recibió un anuncio no solicitado por fax de Burger King Corporation, podría recibir un pago de un arreglo de acción de clase.**Si desea recibir esta notificación en español, visite nuestra página web o llámenos.*

A proposed national settlement has been reached in class action proceedings alleging that Burger King Corporation violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, *et seq.* by allegedly sending or attempting to send unsolicited advertisements by facsimile. Burger King Corporation denies the allegations in the lawsuit. You may be a member of the Settlement Class whose rights are affected by this lawsuit. The sole purpose of this Long Form Notice is to inform you of the Settlement Agreement so that you may decide what steps to take in relation to it.

The parties have engaged in comprehensive settlement negotiations and information exchanges. Following the parties' negotiations, the parties have reached an agreement (the "Settlement Agreement") providing for Settlement of the Action, and all claims related to the allegation that Burger King Corporation sent or attempted to send advertisements by facsimile. The Settlement Agreement affects all persons or entities within the United States to whom Burger King Corporation sent, attempted to send, or caused to be sent (or attempted) one or more unsolicited facsimile advertisements promoting its goods or services from March 1, 2009 to November 17, 2014. Defined terms, other than those defined in this Long Form Notice, shall have the meaning set forth in the Settlement Agreement. A copy of the Settlement Agreement is posted on the Settlement Website at www.BKFaxSettlement.com.

The Settlement, if approved, would provide \$8,500,000.00 to pay any and all Claims from those who received any unsolicited facsimile advertisements from or on behalf of Burger King Corporation, as well as to pay Plaintiff's attorneys' fees, costs, an incentive award for the Class Representative, and the administrative costs of the Settlement; it avoids the further cost and risk associated with continuing the lawsuit; pays money to Class Members who make valid and timely claims; and releases Burger King Corporation from further liability.

Class Counsel (listed below) believe that the claims asserted in the Action have merit, but that the Settlement, described below, is in the best interests of the Settlement Class. Class Counsel have evaluated information made available in the course of the Action and settlement negotiations and have taken into account the risks and uncertainties of proceeding with this litigation. Those risks include the uncertainty of prevailing on the merits, proving substantial damages at trial, and prevailing on post-trial motions and likely appeals. Based upon their consideration of these factors, and on the substantial time and expense that will be incurred, Class Counsel believe it is in the best interests of the Settlement Class to settle the Action and the Class Released Claims on the terms described below.

Burger King Corporation denies any wrongdoing and does not believe that it has any liability to the Class Representative or the Settlement Class. However, Burger King Corporation believes that it is in its best interest to settle the Action, under the terms of the Settlement Agreement and obtain closure on these matters for the purpose of avoiding the uncertainties, expense of, and diversion of business resources resulting from further litigation.

This notice does not imply that there have been or would be any findings of violation of the law by Burger King Corporation or that recovery could be had in any amount if the Action were not settled.

The following is a summary of pertinent provisions of the Settlement Agreement and is not a complete statement of the Settlement or of the Action. To take effect, the Settlement Agreement must be approved by the Court.

Your legal rights are affected whether you act or do not act. Read this notice carefully.

On the website, www.BKFaxSettlement.com, there is a complete notice of the Settlement in Spanish.

En el sitio web, www.BKFaxSettlement.com, hay una notificación completa del acuerdo en Español.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTION	RESULT
SUBMIT A CLAIM	This is the only way to get a payment from the Settlement. You can submit a valid and timely Claim Form online at www.BKFaxSettlement.com , by mail to Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335, or by email to Admin@BKFaxSettlement.com . Claims will not be accepted by telephone. If you fail to submit a claim, you will not be eligible to receive a Cash Benefit. The deadline for submitting a claim is March 9, 2015 .
DO NOTHING	You will not receive a Cash Benefit and you will give up the right to sue Burger King Corporation separately for the legal claims in this case and released by the Settlement.
EXCLUDE YOURSELF OR "OPT OUT" OF THE SETTLEMENT	If you ask to be excluded, also known as "opting out," you will get no Cash Benefit from the Settlement, but you may be able to pursue or continue your own lawsuit against Burger King Corporation about the legal claims in this case.
OBJECT	Write to the Court about why you believe the Settlement is unfair.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options - and the deadlines to exercise them - are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BKJNOT1

BASIC INFORMATION.....	PAGE 2
1. Why is there a notice?	
2. What is this class action lawsuit about?	
3. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT	PAGE 2
4. How do I know if I am part of the Settlement?	
THE SETTLEMENT BENEFITS - WHAT YOU GET	PAGE 3
5. What does the Settlement provide?	
HOW YOU GET A PAYMENT.....	PAGE 3
6. How and when can I get a payment?	
7. What am I giving up to get a payment or stay in the Settlement Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 3
8. How do I exclude myself from the Settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 3
9. Do I have a lawyer in this case?	
10. How will the lawyers and Class Representatives be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 4
11. How do I tell the Court that I do not think the Settlement is fair?	
THE COURT'S FAIRNESS HEARING	PAGE 4
12. When and where will the Court decide whether to approve the Settlement?	
13. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 4
14. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 4
15. How do I get more information?	

BASIC INFORMATION

1. **Why is there a notice?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this putative class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this notice carefully.

If you received notice via postcard and/or facsimile, it is because according to Burger King Corporation's records, you may have been sent and/or received one or more unsolicited facsimile advertisements from Burger King Corporation promoting its goods or services between March 1, 2009 to November 17, 2014.

The Court in charge of the case, the United States District Court for the District of Maryland, and the case is a putative class action known as *Jay Clogg Realty Group Inc. v. Burger King Corporation*, C.A. No. 13-cv-00662 (D. Md.) (the "Action"), has preliminarily approved the proposed Settlement. This Action was brought by Jay Clogg Realty Group, Inc., also known as the "Plaintiff" or "Class Representative." The Plaintiff sued Burger King Corporation, also known as "Defendant." The proposed Settlement would resolve all claims in this Action.

2. **What is this class action lawsuit about?**

A class action lawsuit is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, like the Class Representative here, assert claims on behalf on themselves and on behalf of the entire class.

The Class Representative filed this Action alleging that Burger King Corporation violated the TCPA by sending or attempting to send advertisements via facsimile without the consent of the recipients and without including certain opt-out language required by the TCPA.

Burger King Corporation denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

3. **Why is there a Settlement?**

The Court did not decide in favor of the Class Representative or Burger King Corporation. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and its attorneys think the Settlement is best for all Settlement Class Members. The Court has granted preliminary approval of the Settlement and ordered this notice be distributed to explain it.

WHO IS IN THE SETTLEMENT

4. **How do I know if I am part of the Settlement?**

The Settlement provides relief for all Settlement Class Members, who are described by the Settlement Agreement as:

all persons or entities within the United States to whom Defendant sent, attempted to send, or caused to be sent (or attempted) one or more unsolicited facsimile advertisements promoting its goods or services from March 1, 2009 to November 17, 2014.

The Parties agree that there are approximately 97,000 unique facsimile numbers associated with the Settlement Class. Excluded from the Settlement Class are the following: (1) any trial judge that may preside over this case; (2) Burger King Corporation, as well as any parent, subsidiary, affiliate or control person of Burger King Corporation, and the officers, directors, agents, servants or employees of Burger King Corporation; (3) any of the Released Parties; and (4) the immediate family of any such person(s).

"Released Parties," as used above, means (a) Burger King Corporation; (b) Burger King Corporation's counsel; (c) Burger King Corporation's past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; (d) Burger King Corporation's successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; (e) all entities with which Burger King Corporation contracted with or engaged to send advertising facsimiles, or from which to obtain facsimile numbers; and (f) for each of the foregoing Persons, each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, partners, members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included in the Settlement, you can call the Settlement Administrator toll-free at 1-877-595-0473 or visit www.BKFaxSettlement.com for more information. Please do not call Burger King Corporation or the Court for any information related to this notice or the Settlement.

THE SETTLEMENT BENEFITS - WHAT YOU GET**5. What does the Settlement provide?**

Defendant has agreed to pay a total settlement amount of \$8,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members, the Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs. The Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs will be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class.

Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). The Settlement Administrator will verify that the facsimile numbers for which Claimants seek recovery appear in the records related to this case before approving Claims. Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims to be paid out of the Settlement Fund exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a *pro rata* proportion.

Any residual amount remaining after all the payments included in the Settlement are made, if any, will be donated to charitable organizations pursuant to the procedures described in the Settlement Agreement.

HOW YOU GET A PAYMENT**6. How and when can I get a payment?**

Each Settlement Class Member who submits a valid and timely Claim Form will receive a Cash Benefit. Claims may be submitted electronically at www.BKFaxSettlement.com, by mail to Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335, or by email to Admin@BKFaxSettlement.com. Claims may not be submitted by telephone. The Settlement Administrator, Class Counsel and Burger King Corporation each have the right to verify claims.

The Court will hold a hearing on April 15, 2015 to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

7. What am I giving up to get a payment or stay in the Class?

If you are a Settlement Class Member, unless you exclude yourself, that means that you cannot sue, continue to sue, or be part of any other lawsuit against Burger King Corporation about the legal issues in *this* case, and all of the decisions and judgments by the Court will bind you.

For unsolicited facsimile advertisements, the TCPA provides for damages of \$500.00 per facsimile, and up to \$1,500.00 per fax if sending the facsimile is found to be willful. However, Burger King Corporation has denied that it sent facsimiles that violated the TCPA or any other law, that Plaintiff and the putative class are entitled to any relief, and that the allegations contained in the Complaint are not amenable to class certification. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit involving all of the claims described and identified herein, and you will release Burger King Corporation from any liability.

Remaining in the Settlement Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, will release, resolve, relinquish and discharge Burger King Corporation and the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to Burger King Corporation's sending of facsimiles to Settlement Class Members from March 1, 2009 to November 17, 2014 (the "Released Claims"). Released Claims include all TCPA claims and all state law claims arising out of the alleged sending of facsimiles. Remaining in the Settlement Class also means that you agree that you will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims.

The Settlement Agreement (available at www.BKFaxSettlement.com) provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 9 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue Burger King Corporation or any of the Released Parties on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class.

8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a Request for Exclusion by mail saying that you want to be excluded from *Jay Clogg Realty Group Inc. v. Burger King Corporation*, C.A. No. 13-cv-00662 (D. Md.). Be sure to include your full name, address, and telephone number. You must also include a statement that you wish to be excluded from the Settlement. You must mail your Request for Exclusion postmarked no later than March 9, 2015 to:

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335, Providence, RI 02940-3335

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location other than the address above or after the deadline.

If you ask to be excluded, you will not get any Cash Benefit, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Burger King Corporation in the future about the legal claims in this case.

If you do not exclude yourself and the Settlement is finally approved, you give up any right to sue Burger King Corporation on any of the claims that this Settlement resolves. If you have a pending lawsuit against Burger King Corporation over these claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

THE LAWYERS REPRESENTING YOU**9. Do I have a lawyer in this case?**

The Court appointed the following law firms to represent you and other Settlement Class Members:

Edward A. Broderick
Anthony I. Paronich
Broderick Law, P.C.
125 Summer St., Suite 1030
Boston, MA 02110

Matthew P. McCue
The Law Office of Matthew P. McCue
1 South Ave., Third Floor
Natick, MA 01760

Stephen H. Ring
Law Offices of Stephen H. Ring, P.C.
9901 Belward Campus Drive
Suite 175
Rockville, MD 20850

These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers and the Class Representative be paid?

Class Counsel will ask the Court to approve payment of up to \$2,805,000 (one-third of the Settlement Fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of service payments provided it does not exceed \$15,000 for the Class Representative, in compensation for its time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be filed, and must be postmarked, no later than March 9, 2015. You can object by sending a letter addressed to the Court at the address listed in the next section of this notice. In your letter you must state that you object. Be sure to include your full name, address, telephone number, and the reasons you object to the proposed award, or to the amount of the proposed award.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

11. How do I tell the Court that I do not think the Settlement is fair?

If you are a Settlement Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can tell the Court that you do not agree with the Settlement or some part of it. You can state reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must file a written objection with the Court by March 9, 2015 saying that you object to the proposed Settlement in *Jay Clogg Realty Group Inc. v. Burger King Corporation*, C.A. No. 13-cv-00662 (D. Md.). Be sure to include your full name, address, facsimile number(s), the reasons you object to the Settlement and whether you intend to appear at the Fairness Hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than March 9, 2015.**

The objection must be mailed to both:

Clerk of Court
U.S. District Court, District of Maryland
Greenbelt Division
6500 Cherrywood Lane
Greenbelt, MD 20770

And

Edward A. Broderick
Anthony I. Paronich
Broderick Law, P.C.
125 Summer St., Suite 1030
Boston, MA 02110

Matthew P. McCue
The Law Office of Matthew P. McCue
1 South Ave., Third Floor
Natick, MA 01760

Stephen H. Ring
Law Offices of Stephen H. Ring, P.C.
9901 Belward Campus Drive
Suite 175
Rockville, MD 20850

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself, or opting out, is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

You have the right to consult and/or retain an attorney of your choice at your own expense, to advise you regarding the Settlement and your rights in connection with the Settlement and the Fairness Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene and object to the Settlement Agreement.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at 9:30 a.m. on April 15, 2015 at the United States District Court for the District of Maryland, Greenbelt Division, 6500 Cherrywood Lane, Greenbelt, MD 20770. Other information is available at <http://www.mdd.uscourts.gov/>. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in *Jay Clogg Realty Group Inc. v. Burger King Corporation*, C.A. No. 13-cv-00662 (D. Md.). Be sure to include your full name, address, telephone number, and facsimile number. You cannot speak at the hearing if you excluded yourself from the Settlement Class. Your letter stating your notice of intention to appear must be postmarked no later than March 9, 2015 and be sent to the following address:

Clerk of Court
U.S. District Court, District of Maryland
Greenbelt Division
6500 Cherrywood Lane
Greenbelt, MD 20770

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, and are a Settlement Class Member, you will not receive a Cash Benefit after the Court approves the Settlement and any appeals are resolved. In order to receive a Cash Benefit, you must submit a valid and timely Claim Form. Unless you exclude yourself, you will be bound by the terms and conditions of the Settlement Agreement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Burger King Corporation about the legal issues in this Action, ever again.

GETTING MORE INFORMATION

15. How do I get more information?

This notice summarizes the pertinent portions of the proposed Settlement Agreement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-877-595-0473; writing to: Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335; or visiting the website at www.BKFaxSettlement.com, where you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a Cash Benefit.

On the website, www.BKFaxSettlement.com, there is a complete notice of the Settlement in Spanish.

En el sitio web, www.BKFaxSettlement.com, hay una notificación completa del acuerdo en Español.

Exhibit D

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335
Providence, RI 02940-3335

BKJ

«a r c o d e »
Claim #: BKJ-«ClaimID» «MailRec»
«First1» «Last1»
«co»
«Addr1» «Addr2»
«City», «ST» «Zip»
«Country»

Fax Number: «Fax1»

PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

For Official Use Only

TO: «First1» «Last1»:

To receive a payment from the Settlement Fund you must complete and return this Proof of Claim Form ("Claim Form").
IMPORTANT NOTE: You must return this Claim Form to receive payment even if a Notice was mailed to you and the address printed on the outside of the Notice is correct.

Please complete the Claim Form, sign it and return it by one of the following methods:

1. By e-mail to the Administrator at Admin@BKFaxSettlement.com no later than midnight, U.S. Eastern Standard Time, on **March 9, 2015**. If you use e-mail, you must send the Claim Form in a format that includes a legible signature.
2. By mail to the Administrator, postmarked no later than **March 9, 2015**, at the following address:

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335, Providence, RI 02940-3335

NOTE: Only one Claim Form is permitted per fax number.

3. In addition, you must certify the following statements:

I was the user or owner of the telephone facsimile number listed above.

YES

☐

NO

☐

Number of faxes that you claim were sent to you: _____

I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

Address (if different from above address): _____



a i m



«ClaimID»

BKJPOC1

Exhibit E

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

JAY CLOGG REALTY GROUP, INC.,

Plaintiff

vs.

BURGER KING CORPORATION

Defendant.

CIVIL ACTION NO. 13-cv-00662

Legal Notice

**If you received an unsolicited facsimile advertisement from Burger King Corporation,
you could receive a payment from a class action settlement.**

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A proposed Settlement has been reached in a class action lawsuit alleging that Burger King Corporation ("BKC") violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, *et seq.* by allegedly sending or attempting to send advertisements by facsimile. BKC denies these claims, and denies that this case is appropriate for treatment as a class action. You may be a member of the Settlement Class and entitled to payment under the Settlement Agreement.

You are a Settlement Class Member if you are a person or entity within the United States to whom BKC sent, attempted to send, or caused to be sent (or attempted) one or more unsolicited facsimile advertisements promoting its goods or services from March 1, 2009 to November 17, 2014.

BKC has agreed to pay a total settlement amount of \$8,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members, the Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs. The Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs will be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class.

Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). The Settlement Administrator will verify that the facsimile numbers for which Settlement Class Members seeks recovery appear in the records related to this case before approving Claims. Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims to be paid out of the Settlement Fund exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a pro rata proportion.

You may choose to exclude yourself from, or object to, the Settlement. The Court has appointed attorneys to represent the Class. Those attorneys are the law firms of Broderick Law, P.C., The Law Office of Matthew P. McCue, and Law Offices of Stephen H. Ring, P.C. You will not be charged for their work and can contact them at (617) 738-7080, (508) 655-1415, (301) 563-9249 or <http://mmccue.massattorneys.net>, <http://www.nvo.com/ringlaw>. You may hire your own attorney, but only at your own expense.

Your Options: (1) To receive payment, you must complete and submit a Claim Form. Claim Forms must be submitted electronically or postmarked by no later than March 9, 2015. A Claim Form is annexed hereto and Claim Forms are also available at www.BKFaxSettlement.com. (2) If you choose to exclude yourself from the Settlement and keep your right to sue BKC or any of the Released Parties, you must send a written request for exclusion postmarked by March 9, 2015, to Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335. (3) If you do not exclude yourself, you or your lawyer have the right to appear before the Court and object to the Settlement or to Class Counsel's request for an award of one-third of the Settlement Fund in Attorneys' Fees and Costs. Any objections to the Settlement or the Attorneys' Fees and Costs, along with any supporting material, must be postmarked by March 9, 2015 and filed with the Court by that date. Untimely objections and material not filed will not be considered. (4) If you do not exclude yourself, you will be bound by the terms of the Settlement and give up your rights to sue BKC and/or any other Released Parties in the future for the Released Claims covered by the Settlement Agreement. Released Claims include all TCPA claims and all other claims arising out of the alleged sending of facsimiles.

The Court will determine whether to approve the Settlement at a Final Approval Hearing scheduled to take place on April 15, 2015 at 9:30 a.m., at the United States District Court for the District of Maryland. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them.

**FOR MORE INFORMATION PLEASE VISIT THE SETTLEMENT WEBSITE
at www.BKFaxSettlement.com**

Burger King Fax Class Action Settlement Administrator

P.O. Box 43335
Providence, RI 02940-3335



BKJ

Fax Number:

«FaxNumber»

Claim #: BKJ-«ClaimID» «MailRec»
«First1» «Last1»
«CO»
«Addr1» «Addr2»
«City», «ST» «Zip»
«Country»

PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

For Official Use Only

TO: «First1» «Last1»:

To receive a payment from the Settlement Fund you must complete and return this Proof of Claim Form ("Claim Form"). **IMPORTANT NOTE: You must return this Claim Form to receive payment even if a Notice was mailed to you and the address printed on the outside of the Notice is correct.**

Please complete the Claim Form, sign it and return it by one of the following methods:

1. By e-mail to the Administrator at Admin@BKFaxSettlement.com no later than midnight, U.S. Eastern Standard Time, on **March 9, 2015**. If you use e-mail, you must send the Claim Form in a format that includes a legible signature.
2. By mail to the Administrator, postmarked no later than **March 9, 2015**, at the following address:

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335, Providence, RI 02940-3335

NOTE: Only one claimant is permitted per fax number, regardless of the number of faxes attempted to a number.

3. In addition, you must certify the following statements:

I was the user or owner of the above telephone facsimile number listed above.

YES ☐ NO ☐

Number of faxes that you claim were sent to you: _____

I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

Address (if different from above address): _____

«ClaimID»

BKJNTF1



Exhibit F

Legal Notice

If an Unsolicited Fax Advertisement Promoting Burger King Was Attempted to Your Fax Number You May Benefit From a Proposed Class Action Settlement

A proposed Settlement has been reached in a class action case regarding fax advertisements promoting the goods and services of Burger King Corporation. The name of the case is *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, Civil Action No. 13-cv-00662 (the "Litigation") and it is pending in the United States District Court for the District of Maryland.

What is the lawsuit about?

The lawsuit alleges that Burger King Corporation ("BKC") sent fax advertisements promoting its goods or services in violation of the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq. BKC denies these claims, and denies that this case is appropriate for treatment as a class action.

What are the terms of the Proposed Settlement?

BKC has agreed to pay a total settlement amount of \$8,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members, the Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs. The Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs will be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class. Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). The Settlement Administrator will verify that the facsimile numbers for which Claimants seek recovery appear in the records related to this case before approving Claims. Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims to be paid out of the Settlement Fund exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a pro rata proportion. You can receive additional details regarding the proposed Settlement, including a copy of the Settlement Agreement, by visiting www.BKFaxSettlement.com or calling 1-877-595-0473.

What are my rights?

- You can make a Claim, to get money from the Settlement Fund. To receive payment, you must complete and submit a Claim Form. Claim Forms must be submitted electronically or postmarked by no later than March 9, 2015. Claim Forms are available at www.BKFaxSettlement.com.

- If you do not want to be a member of the Class, you must send a letter and ask to be excluded. Your request must be postmarked no later than March 9, 2015. If you do not exclude yourself, you agree never to sue BKC or any other Released Party in the future for the Released Claims covered by the Settlement Agreement. Released Claims include all TCPA claims and all claims arising out of the alleged sending of facsimiles.

- You can tell the Court if you want to object to this Proposed Settlement or some part of it if you do not exclude yourself. To object, you must file an objection with the Court no later than March 9, 2015. You may also hire your own lawyer, at your own cost, to speak for you.

A detailed Notice and the Claim Form are available at www.BKFaxSettlement.com or by writing the Settlement Administrator at the address below. The detailed Notice explains how to exclude yourself or comment on the case. It also explains what rights you are giving up if you stay in the Class.

Will the Court Approve the Proposed Settlement?

The Court will hold a Final Approval Hearing on April 15, 2015 at 9:30 a.m. to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the motion for attorneys' fees and expenses, and the Incentive Award to the Class Representative. If comments or objections have been received, the Court will consider them at that time.

For More Information and a Claim Form

Visit: www.BKFaxSettlement.com

Or Write: Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335

Exhibit G

BK Fax Settlement : 160x600
Site : Familycorner.com

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DOW JONES
↓ 110.25
17,755.91

NASDAQ
↓ 37.03
4,692.11

S&P 500
↓ 17.79
2,044.35

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RIGHT NOW

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BK Fax Settlement : 728x90
Site : Goodhousekeeping.com



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Exhibit H

By JOHN FRITZE
The Baltimore Sun

U.S. Senate Democrats, aiming to regroup after turning the chamber over to Republicans this week, plan to hold their annual policy retreat in Baltimore, Sen. Barbara A. Mikulski said Thursday.

The meeting, held each January, gives members an opportunity to escape the Capitol routine and talk privately about strategy and messaging for the year ahead. Senate Democrats last met in Maryland in 2013, in Annapolis.

"When we talked about where to go, there are those who felt that our party has to have a stronger public expression of support for cities," said Mikulski, a Maryland Democrat.

"We thought it should be where there is a Democratic stronghold," she added.

President Barack Obama often speaks at the Democratic retreats, though it's not

clear whether he will do so this year. The president spoke to the Senate caucus when it met in Annapolis. His appearance was closed to the public and reporters.

This year's retreat, scheduled for Wednesday and Thursday, is to come days before Obama delivers the State of the Union address to a Congress now controlled by Republicans.

GOP leaders have signaled areas of potential agreement with the White House, but are also expected to take up legislation intended to draw distinctions with Obama. Mikulski said the senators' meeting next week will focus on the economy, the national political environment and how Democrats will approach their role in the minority.

Democratic Sen. Ben Cardin of Maryland agreed that Baltimore's selection sends a message about caucus priorities.

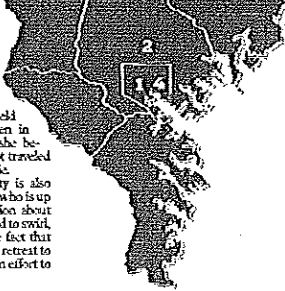
"This is a city on the rise, facing challenges that illustrate what will be

foremost on our Democratic agenda. How can we as lawmakers effectively ensure that the current job growth and economic recovery reaches every neighborhood, state and corner of our country?" he said in a statement.

Both parties have frequently held their retreats in Maryland, often in Cambridge. But Mikulski said she believes Senate Democrats have not traveled to Baltimore more than a decade.

Bringing the event to the city is also noteworthy for Mikulski herself, who is up for re-election in 2016. Speculation about her possible retirement has started to swirl, just as it did ahead of 2010. The fact that Mikulski, 78, lobbied to bring the retreat to her hometown could be read as an effort to beat off at least some of that talk.

john.fritze@baltimoresun.com
twitter.com/jfritze



Two months of MARC delays expected from Amtrak work on Penn Line

Most MARC trains traveling along the Penn Line between Baltimore and Washington in the next two months will be delayed because of track work by Amtrak, the Maryland Transit Administration announced Thursday. Amtrak started MTA officials that work on its southbound track between Odenton and Bowie State University will put the track out of service between Jan. 16 and March 11, the MTA said. The work, part of scheduled maintenance, will replace about eight miles of track between a point north of Odenton and Bowie State, said Christina Leach, an Amtrak spokeswoman. The change will likely result in delays of 10 to 15 minutes on most trains, though "certain delay times will vary," the MTA said. Not all MARC trains will be affected equally, the MTA said. For instance, the first three southbound evening trains on the Penn Line — Trains 406, 403 and 405 — should experience "very minimal delays" because there is little other train traffic that early, the MTA said. In contrast, Train 302, which departs Baltimore at 6:30 a.m. and Penn Station at 7:15 a.m., will be delayed at Odenton "due to conflicting rail traffic" and be present on the other working track, the MTA said. In the evening, northbound Trains 416 and 417, which depart Union Station in Washington at 8:23 p.m. and 8:50 p.m., respectively, will hold seats of Bowie State to allow Amtrak trains to operate "smoothly," the MTA said.

—Kevin Rector

\$7,000 reward offered for information on burned dog

Animal welfare advocates are offering a \$7,000 reward for information leading to the arrest of whoever used a scalding-hot substance to burn a

dog in Prince George's County. The Humane Society says the 1-year-old male grey and white pit bull was found severely burned and had died in a backyard in Clinton on Dec. 24. The dog was named and has since been named Leola. The Humane Society says veterinarians reports indicate that Leola was intentionally burned. Leola is recovering at the Humane Society of Calvert County. The group says it's committed to finding Leola's perpetrator once he or she is better.

—Associated Press

Trial postponed in Balto. Co. murder-for-hire case

The trial for the hire at the center of a nearly 15-year-old murder-for-hire case in Baltimore County has been postponed until Nov. 10. Stephen Michael Cooke, 43, had been scheduled to stand trial Jan. 20 on murder charges in the April 2000 death of Heidi Bernadette Smith, who lived in Duxbury. He also faces charges of witness intimidation in the case. Circuit Judge Kathleen Cox granted a defense motion this week for a postponement. Cooke is accused of hiring two men from Colorado to kill Bernadette Smith, his girlfriend at the time. Defense attorney Tara LeCroy said the case gave time to prepare, in part to arrange for testimony of key defense witnesses who live in Colorado. Prosecutor Garrett Glendon said the state did not object to the request for postponement.

—Alison Knecht

Dog fatally mauls man as he takes down Christmas tree

An 87-year-old Frederick man was mauled to death by his dog while taking down his Christmas tree. The Frederick County sheriff's office says Eugene Smith was lying on the floor taking the tree down Wednesday when the pit bull mauling him. Officers subdued the dog and transported

Smith to a hospital, where he died. Police say the dog was a stray that had lived in Smith's home since May. A dog was not named.

—Associated Press

Machete-wielding robbers sought in Harford County

Police in Harford County are seeking two men in connection with a second convenience store robbery in which one of the robbers was armed with a machete. The latest robbery was Sunday at the High's store in Pylesville. A similar robbery occurred five days earlier at a P. Flowers in Pylesville. "Early investigation of the two crimes indicates the two may be related," said Officer Kelley, spokesperson for the sheriff's office, which is investigating both crimes. In the High's robbery, deputies were called to the store in the about block of Rock Road in Pylesville at 8:45 a.m. for a reported armed robbery. Deputies determined that two armed men entered the store and robbed it of an unfiled amount of cash, according to a sheriff's office list. The men drove away south toward Interstate 83 in a white foreign car. Anyone with information is asked to call 410-335-5418.

—Baltimore Sun Staff Writer

Water main break in city closes Monarch Academy

Monarch Academy public charter school was closed Thursday because of a water main break, city schools officials said. Department of Public Works spokeswoman Rose Kuchler said that a 16-inch main break in the 2500 block of Kirk Ave. was reported at 7:30 a.m. Monarch Academy is located at 3815 Kirk Ave. Kuchler said the incident was among seven main breaks reported.

—Joe Davis

LOTTERY

RECENTLY DRAWN WINNING NUMBERS

MARYLAND

DAY DAILY 200 100 4 500

WEDNESDAY 100 100 4 500

THURSDAY 100 100 4 500

FRIDAY 100 100 4 500

SATURDAY 100 100 4 500

SUNDAY 100 100 4 500

MONDAY 100 100 4 500

TUESDAY 100 100 4 500

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BEFORE THE PUBLIC SERVICE COMMISSION OF MARYLAND
IN THE MATTER OF THE APPLICATION OF THE
MARYLAND-AMERICAN WATER COMPANY FOR AUTHORITY TO
ADJUST ITS EXISTING SCHEDULE OF TARIFFS AND RATES
Case No. 9372
NOTICE OF PRE-HEARING CONFERENCE
A Pre-Hearing Conference in the above-titled matter is scheduled for:
Wednesday, January 28, 2015, beginning at 2:00 p.m.
THE HEARING WILL TAKE PLACE AT:
Maryland Public Service Commission, 19th Floor Hearing Room
William Donald Schaefer Tower, 6 St. Paul Street, Baltimore, MD 21202
The purpose of the hearing is to set a procedural schedule for this matter, consider any petitions to intervene that have been filed, and consider any other preliminary matters requested by the parties.
Any persons seeking to intervene in this proceeding should file an original and seventeen (17) paper copies, plus one electronic copy of a petition to intervene with David J. Collins, Executive Secretary, Maryland Public Service Commission, William Donald Schaefer Tower, 6 St. Paul Street, Baltimore, MD 21202 by 5 p.m., EDT, Tuesday, January 27, 2015.
*The Commission encourages parties to use the Commission's "eFile" system for filing the electronic copy. Details of the "eFile" system are available on the Commission's web page, www.psc.state.md.us.

Legal Notice
If an Unsolicited Fax Advertisement Promoting Burger King Was Attempted to Your Fax Number You May Benefit From a Proposed Class Action Settlement
A proposed Settlement has been reached in a class action case regarding fax advertisements promoting the goods and services of Burger King Corporation. The terms of the case is *In re: Class Action Settlement of Burger King Corporation v. 11-00-0002 (the "Litigation")*, and it is pending in the United States District Court for the District of Maryland.
What is the lawsuit about?
The lawsuit alleges that Burger King Corporation ("BKC") sent fax advertisements promoting its goods or services in violation of the Federal Telephone Consumer Protection Act ("FTCA"), 47 U.S.C. 222, et seq. BKC denies that claim, and denies that this case is appropriate for treatment as a class action.
What are the terms of the Proposed Settlement?
BKC has agreed to pay a Settlement amount of \$1,500,000.00, which will be used to create a Settlement Fund to pay Class Members the Settlement amount. The Settlement Fund will be administered by the Court, the Plaintiff's Attorney and the Settlement Administrator. The Settlement Fund will be paid to Class Members who have opted in to the Settlement. Class Members who have opted in to the Settlement will be eligible to receive a maximum Cash Benefit of up to \$500 per fax advertisement received, up to a maximum of eight advertisements (up to \$4,000). The Settlement Administrator will verify that the Settlement members for which Class Members seek recovery appear to be the recipients of the fax advertisement. Multiple submissions to, and/or overpayment of, the same Settlement member will be treated as a single recovery per fax advertisement. In the event that Approved Class Members fail to opt in to the Settlement, the Settlement Fund will be reduced to the extent of the Settlement Fund. If Class Members will be reduced in a pro rata proportion. You can receive additional details regarding the proposed Settlement, including a copy of the Settlement Agreement, by visiting www.BKFaxSettlement.com or calling 1-877-548-6473.
What are my rights?
• You can make a Claim, to get money from the Settlement Fund. To receive payment, you must complete and submit a Claim Form. Claim Forms may be submitted electronically or postmarked by no later than March 9, 2015. Claim Forms are available at www.BKFaxSettlement.com.
• If you do not want to be a member of the Class, you must send a letter and not to be excluded. Your request must be postmarked on or before March 9, 2015. If you do not include yourself, you agree never to sue BKC or any other Released Party in the future for the Released Claims covered by the Settlement Agreement. Released Claims include all FTCA claims and all claims arising out of the alleged sending of faxes.
• You can opt out of the Settlement if you wish to object to the Proposed Settlement or sue part of it if you do not believe your own lawyer or you can sue on your own.
• A detailed Notice and the Claim Form are available at www.BKFaxSettlement.com or by writing the Settlement Administrator at the address below. The detailed Notice explains how to exclude yourself or object to the case. It also explains what rights you are giving up if you stay in the Class.
Will the Court Approve the Proposed Settlement?
The Court will hold a Final Approval Hearing on April 15, 2015 at 9:30 a.m. to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the motion for summary judgment and the motion for Approval to the Class Representative. If comments or objections have been received, the Court will consider them at that time. For more information and a Claim Form, visit www.BKFaxSettlement.com.
Or Write Settlement Administrator, P.O. Box 4335, Pikesville, MD 21076-4335

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By TINA SUSSMAN
Tribune Newspapers

NEW YORK — Erika Christensen approached a stranger, put her hand out in greeting and uttered the words that were to make many arm-ers.

"Are you single?"

It's a question that Christensen asks in many of her dating profiles, and she's not alone. In these days of online dating, as face-to-face introductions take a back seat to digital photographs and blurbs.

So she started a dating service aimed at getting old-fashioned romance back on track — namely, her Train Spotting business, which she runs out of her New York City apartment.

Christensen, who was 31 and an aspiring entrepreneur when she launched Train Spotting two years ago, dismisses those who view the subway as a loveless hellhole plagued by rats, lost trunks and rampant crime. Quite the opposite, she says, rattling off statistics that make her sound more like a Metropolitan Transportation Authority spokesman than a miss.

With 24 subway lines, 468 stations and daily ridership in the millions, the city's transit mode of movement provides an endless supply of potential romantic material, she said.

"And it's constantly being refreshed," Christensen said, noting the turnover in passengers as trains pass every few minutes, spurring new human specimens out the sliding doors and carrying away the stale ones.

Train Spotting recently claimed its first marriage. Kelly Aronowitz Katz had paid Train Spotting to find her a match. Kelly Katz, who works for Christensen as a "captioned" Andrew Schwartz writing for the A train.

Eight months after Train Spotting arranged their first date, the couple married in October.

Train Spotting's system is simple, and computers come into play only when someone who has been spotted follows up by sending an email to the spotter.

If Christensen thinks the person would appeal to one of her paying clients, she sends the pair on a blind date — but not before she conducts in-person interviews



CAROLYN COLLETT/TRIBUNE NEWSPAPERS

Katy Grant, of Train Spotting, a dating service, looks for potential clients at the L platform of the NYC subway.

The man took the card and chatted for a few seconds before jumping onto his train and disappearing.

Sometimes, no words are exchanged. As one train's doors opened, Grant spotted a potential candidate standing in the car the next door over and slipped a card into his pocket before the doors closed. Grant estimates that about 60 percent of the people she gives cards to contact Train Spotting.

The man, who gave his name as Wayne (which, she says, was not his real name), was a single, 30-year-old, white male. Grant, who took Christensen's card and promised to share it with eligible friends.

Grant, 25, an art industry employee by day and a spotter by night, is familiar with the travels of dating in New York City.

"People don't come to New York to date," she said. "They come here for their careers."

Grant picks her stations carefully, avoiding those that are busy with tourists and suburbanites dashing for trains out of the city. Her favorites are ones with wide platforms, which ensure broad viewing angles, space to loiter and relative privacy when she approaches someone.

Her huge green eyes are in constant movement as she slowly turns round and round on a platform to check the human stock pouring off trains.

On a platform buzzing with activity one evening, Grant's first target was a clean-shaven blond man in his 30s in ordinary trousers. She walked up to him with her head bowed, a Train Spotting business card clamped in her fingers.

"Hi, I'm a matchmaker," Grant always says at the outset. That ensures that the person Grant approaches knows she is looking for a date for someone else, not herself.

Gun sales soar after unrest in Ferguson

Expert: Run on arms may trigger uptick in violence

By TONN C. FRANKEL
The Washington Post

The firearms have been flying at Quany Guns, located just a few blocks from Ferguson, Mo., this small gun shop has seen a flood of customers looking to buy that first handgun or maybe a backup Glock for the car or a Mossberg shotgun for home protection.

"We have sold a boatload of guns in the last few months," owner Adam Weinstein said.

Other gun shops near Ferguson have reported similar firearm frenzies. By every measure, Missouri's gun sales have spiked since June, when a white police officer shot and killed a unarmed black teenager in Ferguson, an incident that touched off protests and sporadic violence and fed fear about personal protection.

Many people turned to guns.

FBI firearm background checks in Missouri jumped 16 percent — by more than 26,000 — in the August-November period compared with the same four-month period in 2012. At the same time, background checks nationwide were flat.

In St. Louis County, where Ferguson is located, concealed weapon permit applications rose 10 percent in the first six months of 2014 compared with 2013, growing by nearly 1,000. And these statistics only hint at the true size of the surge, gun sales between private

citizens in Missouri don't require a permit or background check.

So what will the effect of all these new firearms be? "I would expect some uptick in gun violence," said Daniel Webster, professor and director of Johns Hopkins Center for Gun Policy and Research.

He believes the additional gun sales will have a tragic repercussions.

Webster has found that Missouri's reported 2007 of law requiring a permit for handgun purchases contributed to a 14 percent increase in the state's murder rate, even as the national murder rate fell.

"More guns in a fairly unregulated environment make it hard at all to see how problems can occur at some point later," Webster said. Connecting gun sales to gun violence is difficult. (And controversial, as gun-rights advocates will note.) One of the few studies to look at the topic is a 1991 study that found a correlation between firearm availability and homicide rates over a 45-year period in Detroit.

But there are signs of increased gun crime in the St. Louis region, which includes Ferguson.

St. Louis City finished 2014 with its highest murder rate in five years, with 159 killings. And aggravated assaults involving guns were up 9 percent from 2013.

The city police chief told the St. Louis Post-Dispatch that he believed one reason for the increase was what he called the "Ferguson effect," the belief that criminals were emboldened and police fatigued.

Unfiled: The court has not yet ruled on whether the proposed class action settlement is fair.

Your Fax Number You May Benefit From a Proposed Class Action Settlement

A proposed Settlement has been reached in a class action case regarding the advertisements promoting the goods and services of Burger King Corporation. The name of the case is *Jay Chong Realty Group, Inc. v. Burger King Corporation*, Civil Action No. 13-cv-00662 (the "Litigation") and it is pending in the United States District Court for the District of Maryland.

What is the lawsuit about?

The lawsuit is about the Burger King Corporation ("BKC") and its advertisements promoting the goods and services of Burger King Corporation. The name of the case is *Jay Chong Realty Group, Inc. v. Burger King Corporation*, Civil Action No. 13-cv-00662 (the "Litigation") and it is pending in the United States District Court for the District of Maryland.

What are the terms of the Proposed Settlement?

BKC has agreed to pay a total settlement amount of \$4,500,000.00, which will be used to create a Settlement Fund to pay Class Members the Attorney's Fees and Costs awarded by the Court. The Settlement Fund will be used to pay Class Members the Attorney's Fees and Costs awarded by the Court. The Settlement Fund will be used to pay Class Members the Attorney's Fees and Costs awarded by the Court.

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Voices Join Greek Left's Call for a New Deal on Debt

BY LINDA THOMAS JR.

Many investors are worried that an election later this month may produce a new radical government in Greece.

Alena Tsipras, the leader of a newly formed left-of-center political party, is favored to win on Jan. 17. He has called for restructuring Greece's debt and reducing the country's austerity measures, and has raised questions about the country's management of Greece's public debt.

All of which has caused a shock to investors, who over the last year have piled into Greek bonds and banks, waiting for the country to be rescued from a five-year depression that wiped out a quarter of the country's gross domestic product.

The concern now is that Mr. Tsipras, in challenging Europe on these thorny issues, will force Greece into default and perhaps a messy exit from the euro — an event that could unleash a new wave of investor concern.

Some analysts, however, are advancing an alternate view: that a radical new Greek government would not be that radical after all.

Jana Rustina, a financial analyst based in Athens, notes that Mr. Tsipras's core argument — that Greece's entire debt is not sustainable and should be reduced — has also been put forward by one of Greece's larger creditors: the International Monetary Fund.

"It was the I.M.F. that kick-started the idea of restructuring Greece's debt with Europe," Mr. Rustina said. "Mr. Tsipras can say we are in line with the I.M.F. — we just want to do it in a more European manner than the debt."

This is hardly a radical notion, Mr. Rustina argues.

Perhaps, but it also means that European taxpayers — particularly those in Germany — will have to absorb the full brunt of the haircut as the I.M.F., by tradition, does not allow its debt to be restructured.

Greece's official creditors in the eurozone hold 66 percent of the country's debt, of which 40 percent is held by private investors, whose bonds were restructured in 2012, hold just 15 percent. These investors range from central banks like the Russian Investment and Central Bank, which own the restructured bonds, to venture funds that did not participate in the bond swap.

The I.M.F. and the European Central Bank make up the rest.

Yanis Varoufakis, an economist and adviser to Mr. Tsipras, says that a radical government would make a private sector haircut a priority — an outcome that many foreign investors fear.

Indeed, Mr. Varoufakis proposes a grand bargain of sorts by which Europe agrees to write off its current obligations for new Greek bonds that are linked directly to Greece's economic growth, as it is expected to this year, bondholders receive a rate re-



Alexis Tsipras, who heads the opposition Syriza party, is favored to win a Jan. 17 election in Greece. He has called for restructuring the country's debt and reducing back austerity measures, causing alarm among some investors.

turn; if it does not, the bonds pay nothing.

"We are turning Europe into a partner for growth as opposed to a partner for austerity," Mr. Varoufakis said in a recent interview. "This fiscal waterboarding is over."

Mr. Varoufakis is quick to add that such a plan does not signal a return to the days of government profligacy, and he says that the government will not suddenly abandon the many structural reforms Greece has put in place in recent years.

An increasing number of economists have begun to argue that this tremendous infusion of cash — 124 percent of Greece's total economy — has done little to help the country itself. According to an analysis by Macroeconomics, a Greek news website, of this amount only 11 percent has been directed toward the Greek state. A majority was used to bail out Greece's creditors and its banks.

So Mr. Varoufakis is insistent in saying that what Greece — not its creditors — needs now is a huge public spending program, similar to the New Deal that helped lift the United States out of a depression in the 1930s.

And he has proposed using the European Investment Bank, which is owned by European Union member states, as the lead investor in the respect.

Perpetuating a divided Europe, long on balancing budgets and reducing debt,

to support such a notion borders on the far left. But the bond swap, while no less ambitious in its complexity and scope, might at least serve as a starting point for a conversation that debt experts say can no longer be avoided.

Greece's debt, at 177 percent of G.D.P., is second only to Japan's. And while many of the liabilities on these loans have been extended 20 years from the future, so that Greece's annual interest rate burden has become fairly low, the

A growing number of hedge funds have started to establish short positions in Greek government bonds, betting that their prices will continue to fall. The view is that if European governments do agree to take a loss on their Greek bonds, public pressure will demand that private sector bond investors share in the pain, even though their bonds were restructured in 2012 and their share of the total debt is tiny.

"I can't see how the official sector will agree to a restructuring without also getting the private sector to share the burden," said David Schaefer of Tottel Capital, who is currently betting that the five-year Greek bonds issued last year will experience a reworking of some sort.

Mr. Schaefer is not alone in the sentiment. Issued with yields of just under 5 percent, the bonds now carry an interest rate of 10.5 percent, investors dumped them on the market once Mr. Tsipras emerged as a potential Greek leader.

A victory for Mr. Tsipras is not guaranteed. Referred polls show his 4 percent lead over the governing party of Prime Minister Antonis Samaras to be precarious, as Mr. Samaras and European leaders have a record of caution of Mr. Tsipras's radical bent.

"I am surprised to see people looking at the market with such a sense of panic," Mr. Schaefer said. "Because they really speak little to what Mr. Tsipras has actually been saying since 2012."

For starters, this is the rub:

One economist proposes bonds whose return is linked to the economy.

overhang costs quite a bit, making it hard for the country to secure cheap long-term loans.

For such a swap to work, says Glena Kim, an investment banker who advises European governments on their debt strategies, two things need to happen: The debt reduction for Greece has to be large enough to make a difference and Germany has to be able to sell the deal to its taxpayers.

Mr. Kim says she has to take some pain somewhere, Mr. Kim said.

For starters, this is the rub:

Debt Buyer Faces Fine and Loss Of Thousands of Court Judgments

From First Business Page

and federal authorities to root out questionable debt collection practices that can expose vulnerable borrowers but as they are trying to dig out from the financial crisis.

"We are pleased to have addressed and resolved the attorney general's concerns in a manner that supports consumers' interests," said Lisa Murgula-Peters, a spokeswoman for Encore Capital, adding that the company was committed to "treating consumers fairly and with respect."

That commitment, she said, was demonstrated when it created "the industry's first consumer bill of rights."

The action against Encore Capital, which is based in San Diego, is the latest in a series of enforcement actions Mr. Schneiderman has brought against debt buyers. In May, he reached agreements with two other large buyers of state consumer debts, the PRA Group in Norfolk, Va., and the Summit Financial Group, based in New York. Under those deals, the companies agreed to modify judgments, paid at more than \$16 million, against New York residents.

Together, the settlements total \$20 million in the ongoing wave of buying consumer debt, an industry that sweeps up billions of dollars in long-overdue credit card bills, auto loans and other debt from lenders. The sums are vast. Between 2009 and 2009, the top five debt buyers purchased 50 million consumer accounts valued at about \$141 billion, according to the Federal Trade Commission.

While the wave of bad debt has struck as the financial crisis recedes, in seven states in the United States is being pursued by debt collection, according to the Federal Reserve Bank of New York.

To clear payments on some of that debt, buyers like Encore Capital often turn to the courts in a practice that some state attorneys say effectively turns the

civil court system into a debt collection arm. In New York State alone, according to a tally by Mr. Schneiderman's office, Encore Capital and its subsidiaries filed more than 230,000 lawsuits from 2007 to 2012.

Encore Capital collected \$547 million in legal collections in 2013, according to a regulatory filing, up more than 41 percent from those in 2011. The PRA Group brought in roughly \$812 million from legal collections in the last three months of 2014, up 11 percent from a year earlier, according to a regulatory filing.

Some of those lawsuits dealing the courts are marred by errors, according to the interviews. A review by The New York Times of court records shows that some lawsuits include fabricated credit card statements created years after borrowers stopped paying.

State Attorney General Eric T. Schneiderman of New York is negotiating a settlement with the Encore Capital Group.

While some consumers deny that they owe money at all, more commonly, state authorities say, borrowers have fallen behind on their bills but dispute the size of the debts that they owe.

The problem, state prosecutors say, trace to the way that the debts change hands. When debt buyers purchase bundles of bad debts from lenders, they often receive scant information about the accounts. Critical information, the original account statements or payment histories, are sometimes missing entirely.

To fill those gaps, some debt buyers produce affidavits that assert the accuracy of the outstanding debt. In a 2010 deposition, an employee of a large debt-buying company testified to signing roughly 200 affidavits a day.

Such hastily prepared documents are persuasive, prosecutors say. In the investigations against Encore, for example, Mr. Schneiderman's office found that employees signed affidavits without ensuring that the information was accurate. Whistleblowers at Encore, who were not identified, wrote sworn judgments against New York residents, according to settlement documents reviewed by The Times.

Being over the demands of lawyers, Mr. Schneiderman's office also presented cases where Encore Capital sued borrowers for debts that exceeded the statute of limitations. A patchwork of state laws imposes statutes of limitations, typically between three and seven years, that outline how long debt collectors have to sue against consumers.

As part of its settlement, Encore Capital agreed to reform its collection practices, including alerting consumers about the statute of limitations governing debts.

As a result, an estimated 55 percent of debt collection lawsuits result in default judgments against borrowers, an automatic victory for the debt buyers that enables them to purchase consumers' wages or freeze bank ac-



State Attorney General Eric T. Schneiderman of New York is negotiating a settlement with the Encore Capital Group.

If an Unsolicited Fax Advertisement Promoting Burger King Was Attempted to Your Fax Number You May Benefit From a Proposed Class Action Settlement

A proposed Settlement has been reached in a class action case regarding the advertisements promoting the goods and services of Burger King Corporation. The name of the case is *In re: Burger King Corp. Fax Advertisements*, No. 13-cv-00001 (the "Settlement"). The case is pending in the United States District Court for the District of Maryland.

What is the lawsuit about? The lawsuit alleges that Burger King Corporation ("BKC") and its affiliates ("BKC Group") sent unsolicited fax advertisements ("fax ads") to certain fax numbers in violation of the Federal Telephone Consumer Protection Act ("FTCA"), 47 U.S.C. § 227, and/or BKC Group's own policies and procedures.

What are the terms of the Proposed Settlement? BKC has agreed to pay a total settlement amount of \$1,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members. The Settlement Fund will be managed by the Settlement Administrator, who will be responsible for distributing Cash Benefits to Settlement Class Members.

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A mixed bag for retailers

OK, good news first: Retailers got the gift of better-than-expected sales this holiday season.

The stronger sales led nearly half of the retailers that reported results on Thursday to raise their financial forecasts for the current quarter, including American Eagle Outfitters and Aeropostale, teen retailers that have been struggling.

December sales excluding newly opened or closed stores rose 5 percent.

On the other hand, Macy's plans to lay off of thousands of workers in response to changes in the way customers shop in stores and online, but staffing levels will remain level as it picks up staffing in other functions. Macy's will also close 14 stores, but open two others.

Meanwhile, J.C. Penney said that it will close about 40 stores this year and cut approximately 2,250 jobs.

Post wires



Apple CEO Tim Cook appearing on Capitol Hill last year.

Apple: USA!

Company said it has 'created' 1M+ US jobs

Apple, looking to counter criticism that it has created thousands of manufacturing jobs in Asia and not in the US, on Thursday reported its iPhones and other gadgets have created or nurtured 1.03 million jobs here at home.

Apps designed for iPhones and iPads have sparked the creation of more than 627,000 US jobs — while its spending in the US has resulted in another 334,000 jobs, it said.

On top of that, Apple has a payroll 66,000 people strong, it said.

In 2013, the latest figures available, customers spent more than \$10 billion in the App Store. Apple touted its employment figures in advance of the Labor Depart-

ment releasing data Friday that may show private payrolls climbed by 228,000 workers last month, according to the median projection of economists.

Apple, which until the late 1990s made and assembled many products in the US, shifted manufacturing to Asia to take advantage of the region's lower labor costs.

As CEO Tim Cook faced criticism about the large numbers of people employed overseas by Apple's suppliers to build iPhones and iPads, he has worked in the past few years to boost US manufacturing and open domestic data centers.

For example, Apple invested more than \$100 million to begin Mac Pro assembly in Austin, Texas.

With Bloomberg

Zuma Press

Legal Notice

If an Unsolicited Fax Advertisement Promoting Burger King Was Attempted to Your Fax Number You May Benefit From a Proposed Class Action Settlement

A proposed Settlement has been reached in a class action case regarding fax advertisements promoting the goods and services of Burger King Corporation. The name of the case is *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, Civil Action No. 13-cv-00662 (the "Litigation") and it is pending in the United States District Court for the District of Maryland.

What is the lawsuit about?

The lawsuit alleges that Burger King Corporation ("BKC") sent fax advertisements promoting its goods or services in violation of the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq. BKC denies these claims, and denies that this case is appropriate for treatment as a class action.

What are the terms of the Proposed Settlement?

BKC has agreed to pay a total settlement amount of \$8,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members, the Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs. The Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs will be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class. Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). The Settlement Administrator will verify that the facsimile numbers for which Claimants seek recovery appear in the records related to this case before approving Claims. Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims to be paid out of the Settlement Fund exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a pro rata proportion. You can receive additional details regarding the proposed Settlement, including a copy of the Settlement Agreement, by visiting www.BKFaxSettlement.com or calling 1-877-595-0473.

What are my rights?

• You can make a Claim, to get money from the Settlement Fund. To receive payment, you must complete and submit a Claim Form. Claim Forms must be submitted electronically or postmarked by no later than March 9, 2015. Claim Forms are available at www.BKFaxSettlement.com.

• If you do not want to be a member of the Class, you must send a letter and ask to be excluded. Your request must be postmarked no later than March 9, 2015. If you do not exclude yourself, you agree never to sue BKC or any other Released Party in the future for the Released Claims covered by the Settlement Agreement. Released Claims include all TCPA claims and all claims arising out of the alleged sending of facsimiles.

• You can tell the Court if you want to object to this Proposed Settlement or some part of it if you do not exclude yourself. To object, you must file an objection with the Court no later than March 9, 2015. You may also hire your own lawyer, at your own cost, to speak for you.

A detailed Notice and the Claim Form are available at www.BKFaxSettlement.com or by writing the Settlement Administrator at the address below. The detailed Notice explains how to exclude yourself or comment on the case. It also explains what rights you are giving up if you stay in the Class.

Will the Court Approve the Proposed Settlement?

The Court will hold a Final Approval Hearing on April 15, 2015 at 9:30 a.m. to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the motion for attorneys' fees and expenses, and the Incentive Award to the Class Representative. If comments or objections have been received, the Court will consider them at that time.

For More Information and a Claim Form

Visit: www.BKFaxSettlement.com

Or Write: Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335

Analyst: more Ocwen woe

By KEVIN DUGAN

Ocwen may be getting rid of Chairman Bill Erbey, but not its problems.

The embattled mortgage servicer could face an onslaught of "legal actions" from state and federal regulators this year after the company admitted to a slew of internal problems that led to the downfall of its founder and chairman, according to a research report.

The legal pressure could come from as many as 49 state regulators, the Con-

sumer Finance Protection Bureau and the monitor of the National Mortgage Settlement, Deutsche Bank analyst Ying Shen wrote in a Wednesday report.

Ocwen is the largest non-bank US mortgage servicer, with about \$430 billion in loans, according to Shen.

The Deutsche Bank report follows the company's settlement with the New York Department of Financial Services last month, when it agreed to \$150 million in fines and restitution, the installment of a new monitor and that founder

Erbey would step down from Ocwen and four other interrelated companies.

The settlement was a dramatic conclusion to a two-year investigation led by DFS Superintendent Ben Lawsky into unfair business practices, which included backdating letters to distressed mortgage holders, self-dealing within the related companies and pushing homeowners into foreclosure.

Erbey, 68, is expected to step down on Jan. 16.

Ocwen shares fell 1.1 percent, to \$13.25, Thursday.

Herbalife enlists big p.r. gun

By MICHELLE CELARIER

Herbalife, which is under renewed assault from hedge-fund nemesis Bill Ackman, has amped up its public-relations effort, The Post has learned.

The diet-shake company hired crisis p.r. shop Sard Verbinen, which represented Ackman's former short target, bond insurer MBIA, and is known for its work for high-profile clients facing serious legal problems, including Martha Stewart and

both of Bernie Madoff's sons.

Herbalife, which has taken more of its public-relations affairs in-house under former Washington insider Alan Hoffman, hired Sard shortly before the end of the year.

Hoffman, Joe Biden's former chief of staff, joined last summer as executive vice president of global corporate affairs.

Hiring Sard is a sign the battle with Ackman and regulators is intensifying, said a source familiar with the firm.

24 COMMUNITY NEWS

CRIME REPORT

Alexandria

These were among incidents reported by the Alexandria Police Department. For information, call 703-838-4636 or visit www.alexandriava.gov/police.

ASSAULTS

Cameron and N. Henry streets, 3:05 a.m. Jan. 4. An assault was reported.
Century Pl., 100 block, 12:06 p.m. Dec. 31. An assault was reported.
Duke St., 4600 block, 1:15 p.m. Dec. 28. An assault was reported. An arrest was made.
Dunster Ct., 5700 block, 9:50 p.m. Dec. 30. An assault was reported.
Dunster Ct., 5700 block, 10:33 p.m. Dec. 30. An assault was reported.
Henry St. N., 400 block, 1 a.m. Jan. 5. An assault was reported.

King St., 100 block, 4:41 a.m. Jan. 1. An assault was reported.
King St., 3300 block, 5:05 p.m. Jan. 6. An assault was reported.
Park Center Dr., 2600 block, 1:17 a.m. Dec. 28. An assault was reported.
Pickett St. S., 600 block, 8:57 p.m. Dec. 30. An assault was reported.
Pitt St. S., 300 block, 6:14 p.m. Jan. 4. An assault was reported.

ROBBERIES

Monroe Ave. E., 400 block, 8:53 p.m. Dec. 31. A robbery at a business was reported.

THEFTS/BREAK-INS

Armistead St. N., 400 block, 6:56 a.m. Dec. 29. A theft was reported.
Beauregard St. N., 1400 block, 1:56 p.m. Dec. 30. A theft was reported.
Braddock Rd. E., 400 block, 4 p.m.

Dec. 31. A shoplifting incident was reported.
Cameron Station Blvd., 200 block, 4:20 p.m. Dec. 31. A theft was reported.
Duke St., 2700 block, 8:30 p.m. Dec. 29. A theft from a residence was reported.
Duke St., 5700 block, 7:13 p.m. Dec. 29. A theft was reported. An arrest was made.
Eisenhower Ave., 2000 block, 10:19 p.m. Dec. 26. A theft was reported.
Fayette St. S., 600 block, 11:50 a.m. Jan. 4. Property was stolen from a vehicle.
Glebe Rd. W., 800 block, 11:25 a.m. Dec. 30. A theft was reported.
Henry St. N., 1200 block, 12:49 p.m. Jan. 6. A theft was reported.
Hilltop Terr., 500 block, 11:31 a.m. Jan. 5. A theft was reported.
Jefferson Davis Hwy., 2300 block, 11:23 a.m. Dec. 31. Property was stolen from a vehicle.
Jefferson Davis Hwy., 2300 block, 2:24 p.m. Jan. 3. Property was stolen from a vehicle.
Jefferson Davis Hwy., 2300 block, 4:10 p.m. Jan. 4. Property was stolen from a vehicle.
Jefferson Davis Hwy., 3100 block, 4:05 p.m. Dec. 28. A theft was reported. An arrest was made.
Jefferson Davis Hwy., 3100 block, 8:15 p.m. Dec. 31. A theft was reported.

Jefferson Davis Hwy., 3600 block, 11:02 p.m. Dec. 29. A theft was reported.
King St., 300 block, 12:33 p.m. Dec. 28. A theft was reported.
King St., 700 block, 1:15 a.m. Dec. 28. A theft was reported.
King St., 1600 block, 4:20 p.m. Dec. 29. A theft was reported.
King St., 1900 block, 4:15 p.m. Dec. 31. A theft was reported.
King St., 3500 block, 11:49 a.m. Dec. 30. A theft was reported.
King St., 4300 block, 9 a.m. Dec. 31. A theft was reported.
Mosby St., 2700 block, 5:13 p.m. Dec. 30. A theft was reported.
Old Dominion Blvd., 3900 block, 6:56 p.m. Dec. 30. A property was entered. An arrest was made.
Patrick St. S., 700 block, 4:17 p.m. Dec. 27. Property was stolen from a vehicle.
Patrick St. N., 800 block, 2:40 p.m. Dec. 31. A theft was reported.
Pocasin Lane, 5200 block, 5:58 p.m. Dec. 31. A theft was reported.
Stevenson Ave., 6300 block, 11:28 a.m. Dec. 29. A theft was reported.
Swamp Fox Rd., 200 block, 2:45 a.m. Dec. 26. A theft was reported.
Valley Forge Dr., 5200 block, 11:52 a.m. Dec. 31. A theft was reported.
Van Dorn St. S., 200 block, 9:31 p.m. Dec. 30. A theft was reported.
Washington St. S., 1200 block, 1:40 p.m. Jan. 5. A theft was reported.

MOTOR VEHICLE THEFTS

Henry St. N., 1200 block, 12:49 p.m. Jan. 6. A vehicle was stolen.
Patrick St. N., 800 block, 2:40 p.m.

Dec. 31. A vehicle was stolen.
Spring St. E., 100 block, 1:49 p.m. Jan. 3. A vehicle was stolen.

VANDALISM

Armistead St. N., 400 block, 8:56 a.m. Dec. 29. Property was damaged.
Holmes Run Pkwy., 5500 block, 2:03 p.m. Jan. 2. Property was damaged.
Kenmore Ave., 4700 block, 12:18 p.m. Dec. 30. Property was damaged.
King St., 800 block, 2:34 a.m. Dec. 28. Property was damaged.
Mansion Dr., 300 block, 4:35 p.m. Dec. 31. Property was damaged.
Park Center Dr., 3100 block, 11 a.m. Dec. 29. Property was damaged.
Seminary Rd., 5000 block, 12:01 a.m. Dec. 28. Property was damaged.
Taney Ave., 4300 block, 10:59 a.m. Dec. 30. Property was damaged.

Arlington

These were among incidents reported by the Arlington County Police Department. For information, call 703-558-2222 or visit www.arlingtoncrime.com.

ASSAULTS

Columbia Pike S., 2600 block, Jan. 1. An assault was reported.
Courthouse Rd. S., 1200 block, Jan. 1. Two people fought.
Dinwiddie St. S., 1400 block, Jan. 3. An assault was reported.
Greenbrier St. S., 800 block, Dec. 31. An assault was reported.
Greenbrier St. S., 800 block, Jan. 3. An assault was reported.
Harrison St. N., 900 block, Jan. 4. An assault was reported.
Henderson Rd. N., 4100 block, Jan. 3. An assault was reported.
Irving St. N., 1100 block, Jan. 1. An assault was reported.
Jefferson Davis Hwy. S., Jan. 1. An assault was reported.
Oak St. N., 1800 block, Jan. 1. An assault was reported.
Orme St. S., 900 block, Jan. 1. An assault was reported.
Stuart St. N., 900 block, Jan. 1. An assault was reported.
Washington Blvd. N., 3100 block, Jan. 1. An assault was reported.
Yorktown Blvd. N., 5200 block, Dec. 31. An assault was reported.
16th St. S., 3700 block, Jan. 1. An assault was reported.

PEEPING TOM INCIDENTS

Quinn St. N., 1800 block, 9:51 p.m. Jan. 4. A person was seen outside a bedroom window and fled when a resident went to the window.

ROBBERIES

23rd St. S., 400 block, 7:14 p.m. Jan. 2. Five juveniles entered a convenience store and stole beverages. One of them showed a knife and threatened a cashier.

THEFTS/BREAK-INS

Army Navy Dr. S., 800 block, Jan. 3. Property was stolen from a vehicle.
Clarendon Blvd. N., 2100 block,

Jan. 5. Two thefts were reported.
Clarendon Blvd. N., 2700 block, 4 p.m. Jan. 5 to noon Jan. 6. An attempt was made to enter a store's storage room.
Columbia Pike S., 3600 block, Jan. 5. A theft was reported.
Columbia Pike S., 5000 block, Jan. 3. A theft was reported.
Columbia Pike S., 5200 block, 11 p.m. Jan. 2 to 4:57 a.m. Jan. 3. Cartons of cigarettes were stolen from a gas station entered by throwing a brick through a door's glass.
Eads St. S., 1200 block, noon to 1 p.m. Jan. 2. Electronic items were stolen from a residence.
Edgewood St. S., 400 block, Dec. 31. Property was stolen from a vehicle.

George Mason Dr. N., 1600 block, Jan. 2. A theft was reported.
Glebe Rd. N., 600 block, Jan. 4. Property was stolen from a vehicle.
Glebe Rd. N., 700 block, Dec. 31. A theft was reported.
Glebe Rd. N., 700 block, Jan. 2. A theft was reported.
Glebe Rd. N., 700 block, Jan. 5. A theft was reported.
Hayes St. S., 1000 block, Jan. 6. A theft was reported.
Hayes St. S., 1100 block, Dec. 31. A theft was reported.
Hayes St. S., 1100 block, Jan. 1. An employee theft was reported.
Hayes St. S., 1100 block, Jan. 4. Two thefts were reported.
Hayes St. S., 1100 block, Jan. 6. A theft was reported.
Hayes St. S., 1100 block, Jan. 6. A property was entered.
Hayes St. S., 1400 block, Jan. 4. A theft was reported.
Jacksonville St. N., 800 block, Jan. 2. Property was stolen from a vehicle.
Joyce St. S., 1600 block, Jan. 2. Property was stolen from a vehicle.
Moore St. N., 1800 block, Jan. 2. A credit card was stolen.
Moore St. N., 1700 block, Jan. 2. A property was entered.
Nelson St. S., 2700 block, Jan. 6. Property was stolen from a vehicle.
Orme St. S., 900 block, Jan. 6. A theft was reported.
Quincy St. N., 500 block, Jan. 4. A theft was reported.
Shirlington Rd. S., 2600 block, 4 p.m. Dec. 24 to 6:30 a.m. Jan. 2. Copper wire, power tools and light fixtures were stolen from a construction site.
Walter Reed Dr. S., 1600 block, Jan. 6. License plates were stolen from a vehicle.
Wilson Blvd. N., 1900 block, Jan. 5. Property was stolen from a vehicle.
Wilson Blvd. N., 4200 block, Jan. 2. A theft was reported.
Wilson Blvd. N., 4300 block, Jan. 2. A theft was reported.
Eligth St. S., 3800 block, Jan. 5. A theft was reported.
11th St. S., 5000 block, 7 a.m. Jan. 4 to 5 a.m. Jan. 5. Cash and electronics were stolen from a residence.

CRIME CONTINUED ON 26

Legal Notice

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A proposed Settlement has been reached in a class action case regarding fax advertisements promoting the goods and services of Burger King Corporation. The name of the case is *Jay Clogg Realty Group, Inc. v. Burger King Corporation*, Civil Action No. 13-cv-00662 (the "Litigation") and it is pending in the United States District Court for the District of Maryland.

What is the lawsuit about?
 The lawsuit alleges that Burger King Corporation ("BKC") sent fax advertisements promoting its goods or services in violation of the federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq. BKC denies these claims, and denies that this case is appropriate for treatment as a class action.

What are the terms of the Proposed Settlement?
 BKC has agreed to pay a total settlement amount of \$8,500,000.00, which will be used to create a Settlement Fund to pay Cash Benefits to Settlement Class Members, the Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs. The Attorneys' Fees and Costs awarded by the Court, the Incentive Award and the Settlement Administration Costs will be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class. Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). The Settlement Administrator will verify that the facsimile numbers for which Claimants seek recovery appear in the records related to this case before approving Claims. Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims to be paid out of the Settlement Fund exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a pro rata proportion. You can receive additional details regarding the proposed Settlement, including a copy of the Settlement Agreement, by visiting www.BKFaxSettlement.com or calling 1-877-595-0473.

What are my rights?
 • You can make a Claim, to get money from the Settlement Fund. To receive payment, you must complete and submit a Claim Form. Claim Forms must be submitted electronically or postmarked by no later than March 9, 2015. Claim Forms are available at www.BKFaxSettlement.com.

• If you do not want to be a member of the Class, you must send a letter and ask to be excluded. Your request must be postmarked no later than March 9, 2015. If you do not exclude yourself, you agree never to sue BKC or any other Released Party in the future for the Released Claims covered by the Settlement Agreement. Released Claims include all TCPA claims and all claims arising out of the alleged sending of facsimiles.

• You can tell the Court if you want to object to this Proposed Settlement or some part of it if you do not exclude yourself. To object, you must file an objection with the Court no later than March 9, 2015. You may also hire your own lawyer, at your own cost, to speak for you.

A detailed Notice and the Claim Form are available at www.BKFaxSettlement.com or by writing the Settlement Administrator at the address below. The detailed Notice explains how to exclude yourself or comment on the case. It also explains what rights you are giving up if you stay in the Class.

Will the Court Approve the Proposed Settlement?
 The Court will hold a Final Approval Hearing on April 15, 2015 at 9:30 a.m. to consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider the motion for attorneys' fees and expenses, and the Incentive Award to the Class Representative. If comments or objections have been received, the Court will consider them at that time.

For More Information and a Claim Form

Visit: www.BKFaxSettlement.com

Or Write: Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335

Exhibit I

LEGAL NOTICE

IF YOU RECEIVED AN UNSOLICITED
FACSIMILE ADVERTISEMENT FROM
BURGER KING CORPORATION, YOU
COULD RECEIVE A PAYMENT FROM
A CLASS ACTION SETTLEMENT.

*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

1-877-595-0473

www.BKFaxSettlement.com

*Si usted recibió un anuncio no solicitado por fax
de Burger King Corporation, podría recibir un
pago de un arreglo de acción de clase.*

*Si desea recibir esta notificación en español,
visite nuestra página web o llámenos.*

**Burger King Fax Class Action
Settlement Administrator**
P.O. Box 43335
Providence, RI 02940-3335

First-Class
Mail
US Postage
Paid
Permit #

«Barcode»

Postal Service: Please do not mark barcode

Claim #: BKJ -«ClaimID» -«MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

BKJ

PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

Complete and return this Proof of Claim Form to receive a payment from the Settlement Fund. Only one Claim Form is permitted per fax number. You do not need to know the exact number of faxes received. The faxes you received are almost entirely reflected in records from the case.

1. VERIFY FAX NUMBER: «FaxNumber»:
2. Certify the following statement: I was the user or owner of the telephone facsimile number listed above.
YES ☐ NO ☐

The records in this case indicate that there were «Attempts» faxes attempted to your business. By returning this Claim Form, you will be eligible for up to «EstAward» in compensation. If you believe you were sent more faxes than the records reflect, please identify the number of faxes that you believe you received: _____.

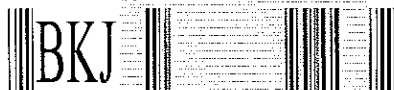
I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

Address (if different from front address): _____



«ClaimID»

BKJPOC1



An \$8.5 million settlement has been reached with Burger King Corporation in a class action lawsuit claiming it sent violated the Telephone Consumer Protection Act (TCPA) by sending or attempting to send advertisements via facsimile without the consent of the recipients and without including certain opt-out language required by the TCPA. Burger King Corporation denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

Who is Included? The settlement includes all persons or entities within the United States to whom Burger King Corporation sent, attempted to send, or caused to be sent (or attempted) one or more unsolicited facsimile advertisements promoting its goods or services from March 1, 2009 to November 17, 2014.

What Can You Get? Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a *pro rata* proportion.

How can I get a payment? Confirm that the fax number listed on the Claim Form portion of this postcard is your fax number, complete the information requested, sign, and mail the Claim Form by **March 9, 2015**. Claims may also be submitted electronically at www.BKFaxSettlement.com, by mail to Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335, or by email to Admin@BKFaxSettlement.com. Claims may not be submitted by telephone. The Settlement Administrator, Class Counsel and Burger King Corporation each have the right to verify claims.

Your Options. If you do nothing, you will be bound by the Settlement and you will give up the right to sue Burger King Corporation and related parties separately for the legal claims in this case and released by the Settlement. If you don't want to be legally bound by the Settlement, you must exclude yourself (or opt-out) by **March 9, 2015**. Unless you exclude yourself, you and your respective assigns, heirs, executors, administrators, successors and agents won't be able to sue Burger King Corporation and their related and released parties for any claim asserted in this lawsuit or released by the Settlement Agreement. If you don't exclude yourself from the Settlement, you may object to it and notify the Court that you or your lawyer intends to appear at the hearing. Objections and Notices of Intent to Appear must be postmarked by **March 9, 2015**. More information is available at www.BKFaxSettlement.com.

The Court will hold a hearing on **April 15, 2015** to consider whether to approve: the settlement as fair, reasonable and adequate; attorneys' fees and expenses of up to \$2,805,000 (one-third of the Settlement Fund); and a \$15,000 payment to the Class Representative (Jay Clogg Realty Group, Inc.).

BKJ



PLACE
STAMP
HERE

BURGER KING FAX CLASS ACTION
SETTLEMENT ADMINISTRATOR
PO BOX 43335
PROVIDENCE RI 02940-3335



Exhibit J

LEGAL NOTICE

**IF YOU RECEIVED AN UNSOLICITED FACSIMILE ADVERTISEMENT
FROM BURGER KING CORPORATION, YOU COULD RECEIVE
A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A federal court authorized this notice.
This is not a solicitation from a lawyer.*

1-877-595-0473

www.BKFaxSettlement.com

*Si usted recibió un anuncio no solicitado por fax de Burger King Corporation,
podría recibir un pago de un arreglo de acción de clase.*

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

An \$8.5 million settlement has been reached with Burger King Corporation in a class action lawsuit claiming it violated the Telephone Consumer Protection Act (TCPA) by sending or attempting to send advertisements via facsimile without the consent of the recipients and without including certain opt-out language required by the TCPA. Burger King Corporation denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

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Your Options. If you do nothing, you will be bound by the Settlement and you will give up the right to sue Burger King Corporation and related parties separately for the legal claims in this case and released by the Settlement. If you don't want to be legally bound by the Settlement, you must exclude yourself (or opt out) by **March 9, 2015**. Unless you exclude yourself, you and your respective assigns, heirs, executors, administrators, successors and agents won't be able to sue Burger King Corporation and their related and released parties for any claim asserted in this lawsuit or released by the Settlement Agreement. If you don't exclude yourself from the Settlement, you may object to it and notify the Court that you or your lawyer intends to appear at the hearing. Objections and Notices of Intent to Appear must be postmarked by **March 9, 2015**. More information is available at www.BKFaxSettlement.com.

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BKJ

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Claim #: BKJ-«ClaimID» «MailRec»
 «First1» «Last1»
 «CO»
 «Addr1» «Addr2»
 «City», «ST» «Zip»
 «Country»

Fax Number: «FaxNumber»

PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

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1. VERIFY FAX NUMBER: _____

2. Certify the following statement: I was the user or owner of the telephone facsimile number listed above.

YES

☐

NO

☐

The records in this case indicate there were «Attempts» faxes attempted to your business. By returning this Claim Form, you will be eligible for up to «EstAwardAmount» in compensation. If you believe you were sent more faxes than the records reflect, please identify the number of faxes that you believe you received: _____

I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

Address (if different from above): _____

Jay Clogg Realty Group, Inc. v. Burger King Corporation Settlement Administrator

P.O. Box 43335

Providence, RI 02940-3335

«ClaimID»

BKJRMF1

+

Exhibit K

KCC Class Action Services
Exclusion Report
4/1/2015

Count: 4

Control #	Name
10029843601	CONSULATE GENERAL OF PORTUGAL
10029844801	CONSULATE GENERAL OF PORTUGAL
10054611001	HONORABLE PETER R LOPEZ
10074773501	MITCHELL & TITUS LLP

From: Consulado Geral de Portugal em Nova Iorque
[REDACTED]
Sent: Monday, March 09, 2015 5:00 PM
To: #NA KCC NOVR BK Fax Settlement
Subject: Jay Clogg REalty Group, Inc. v Burguer King Corporation, Civil
Action No 13-cv-00662

Importance: High

DayReceived: 20150309
IndexNo: 1000048

Dear Settlement Administrator

Please Notice that the Consulate General of Portugal has no claim and requests to be excluded from the above mentioned action, refusing any further notifications.

CONSULADO GERAL DE PORTUGAL
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CONFIDENCIAL NOTICE:

This message, as well as any existing attached files, is confidential and intended exclusively for the individual(s) named as addressees. If you are not the intended recipient, you are kindly requested not to make any use whatsoever of its contents and to proceed to the destruction of the message, thereby notifying the sender.

DISCLAIMER:

The sender of this message can NOT ensure the security of its electronic transmission and consequently does not accept liability for any fact, which may interfere with

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335
Providence, RI 02940-3335

BKJ

052438

Fax Number: [REDACTED]

Claim #: BKJ-10054611001 54511
HONORABLE PETER R LOPEZ

PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

For Official Use Only

TO: HONORABLE PETER R LOPEZ:

To receive a payment from the Settlement Fund you must complete and return this Proof of Claim Form ("Claim Form").
IMPORTANT NOTE: You must return this Claim Form to receive payment even if a Notice was mailed to you and the address printed on the outside of the Notice is correct.

Please complete the Claim Form, sign it and return it by one of the following methods:

1. By e-mail to the Administrator at Admin@BKFaxSettlement.com no later than midnight, U.S. Eastern Standard Time, on March 9, 2015. If you use e-mail, you must send the Claim Form in a format that includes a legible signature.
2. By mail to the Administrator, postmarked no later than March 9, 2015, at the following address:

Burger King Fax Class Action Settlement Administrator
P.O. Box 43335, Providence, RI 02940-3335

NOTE: Only one Claim Form is permitted per fax number.

3. In addition, you must certify the following statements:

I was the user or owner of the telephone facsimile number listed above.

YES



NO



Number of faxes that you claim were sent to you: don't know

I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

02/11/2015

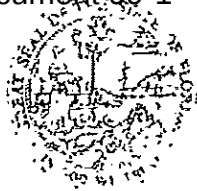
Address (if different from above address): _____



10054611001

BKJPOC1

221197_DOM/052438/157312



CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA

PETER R. LOPEZ
CIRCUIT JUDGE

DADE COUNTY COURTHOUSE

February 23, 2015

Burger King Fax Class Action
Settlement Administrator
P.O. Box 43335
Providence, RI 02940-3335

Re: Request for Exclusion, Jay Clogg Realty Group, Inc., v. Burger King Corporation,
Civil Action No. 13-cv-00662

Dear Sirs:

Please treat this letter as my request to be excluded from the settlement reached in the above-captioned matter. On or about February 11, 2015 I submitted a purported proof of claim form a copy being attached hereto attesting to the fact that I was the owner or user of the fax number listed on this claim. Just recently I received another proof of claim postcard which sets for the dates of the claim as between March 1, 2009 through November 17, 2014. Those dates were not listed on the prior notification.

I was the user of the above-mentioned fax from roughly January, 2003 through January, 2006, while assigned to the Civil Division. Those dates do not fit within the class definition. Accordingly, I wish to withdraw my proof of claim and to be excluded from any settlement in this matter.

My apologies for any confusion. If further information is desired I can be reached at [REDACTED]

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter R. Lopez", written over the typed name and title.

PETER R. LOPEZ
CIRCUIT COURT JUDGE

An \$8.5 million settlement has been reached with Burger King Corporation in a class action lawsuit claiming it sent violated the Telephone Consumer Protection Act (TCPA) by sending or attempting to send advertisements via facsimile without the consent of the recipients and without including certain opt-out language required by the TCPA. Burger King Corporation denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

Who is Included? The settlement includes all persons or entities within the United States to whom Burger King Corporation sent, attempted to send, or caused to be sent (or attempted) one or more unsolicited facsimile advertisements promoting its goods or services from March 1, 2009 to November 17, 2014.

What Can You Get? Settlement Class Members who submit Approved Claims shall be entitled to receive a maximum Cash Benefit of up to \$500 per facsimile received, up to a maximum of eight facsimiles (up to \$4,000). Multiple subscribers to, and/or owners or users of, the same facsimile machine and/or number will be entitled to a single recovery per facsimile. In the event that Approved Claims exceed the available cash in the Settlement Fund, all Cash Benefits will be reduced in a *pro rata* proportion.

How can I get a payment? Confirm that the fax number listed on the Claim Form portion of this postcard is your fax number, complete the information requested, sign, and mail the Claim Form by March 9, 2015. Claims may also be submitted electronically at www.BKFaxSettlement.com, by mail to Burger King Fax Class Action Settlement Administrator, P.O. Box 43335, Providence, RI 02940-3335, or by email to Admin@BKFaxSettlement.com. Claims may not be submitted by telephone. The Settlement Administrator, Class Counsel and Burger King Corporation each have the right to verify claims.

Your Options. If you do nothing, you will be bound by the Settlement and you will give up the right to sue Burger King Corporation and related parties separately for the legal claims in this case and released by the Settlement. If you don't want to be legally bound by the Settlement, you must exclude yourself (or opt-out) by March 9, 2015. Unless you exclude yourself, you and your respective assigns, heirs, executors, administrators, successors and agents won't be able to sue Burger King Corporation and their related and released parties for any claim asserted in this lawsuit or released by the Settlement Agreement. If you don't exclude yourself from the Settlement, you may object to it and notify the Court that you or your lawyer intends to appear at the hearing. Objections and Notices of Intent to Appear must be postmarked by March 9, 2015. More information is available at www.BKFaxSettlement.com.

The Court will hold a hearing on April 15, 2015 to consider whether to approve: the settlement as fair, reasonable and adequate; attorneys' fees and expenses of up to \$2,805,000 (one-third of the Settlement Fund); and a \$15,000 payment to the Class Representative (Jay Clogg Realty Group, Inc.).

BKJ



PLACE
STAMP
HERE

BURGER KING FAX CLASS ACTION
SETTLEMENT ADMINISTRATOR
PO BOX 43335
PROVIDENCE RI 02940-3335



LEGAL NOTICE

IF YOU RECEIVED AN UNSOLICITED
FACSIMILE ADVERTISEMENT FROM
BURGER KING CORPORATION, YOU
COULD RECEIVE A PAYMENT FROM
A CLASS ACTION SETTLEMENT.

*A Federal Court authorized this notice.
This is not a solicitation from a lawyer.*

1-877-595-0473

www.BKFaxSettlement.com

*Si usted recibió un anuncio no solicitado por fax
de Burger King Corporation, podría recibir un
pago de un arreglo de acción de clase.*

*Si desea recibir esta notificación en español,
visite nuestra página web o llámenos.*

Burger King Fax Class Action
Settlement Administrator
P.O. Box 43335
Providence, RI 02940-3335



Postal Service: Please do not mark barcode

Claim #: BKJ-10054611001 - 53444

Honorable Peter R. Lopez

BKJ



PROOF OF CLAIM FORM

Jay Clogg Realty Group, Inc. v. Burger King Corporation, Civil Action No. 13-cv-00662

Complete and return this Proof of Claim Form to receive a payment from the Settlement Fund. Only one Claim Form is permitted per fax number. You do not need to know the exact number of faxes received. The faxes you received are almost entirely reflected in records from the case.

1. VERIFY FAX NUMBER: [REDACTED]
2. Certify the following statement: I was the user or owner of the telephone facsimile number listed above.

YES ☐ NO ☐

The records in this case indicate that there were 4 faxes attempted to your business. By returning this Claim Form, you will be eligible for up to \$2,000.00 in compensation. If you believe you were sent more faxes than the records reflect, please identify the number of faxes that you believe you received: _____

I certify that the foregoing statements are true to the best of my knowledge. I understand that the Settlement Administrator has the right to verify my responses and dispute any claims that are based on inaccurate responses.

Signature: _____

Print Name: _____

Date (mm/dd/yyyy): _____

Address (if different from front address): _____



10054611001 BKJPOC1

PETER R. LOPEZ
CIRCUIT JUDGE
DADE COUNTY COURTHOUSE



RECEIVED
FEB 27 2015

BY:

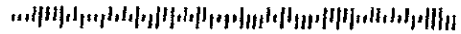
Burger King Fax Class Action
Settlement Administrator
P.O. Box 43335
Providence, RI 02940-3335

MIAMI FL 331

04 FEB 2015 04 45 J



02940333535



**Mitchell
& Titus**

Mitchell & Titus, LLP

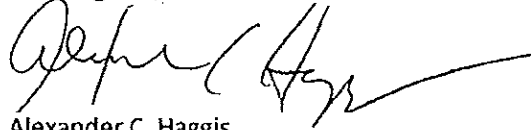
Burger King Fax Class Action Settlement Administrator
PO Box 43335
Providence, RI 02940-3335

February 3, 2015

To Whom It May Concern:

Please exclude Mitchell & Titus, LLP from *Jay Clogg Realty Group Inc. v. Burger King Corporation*, C.A.
No. 13-cv-00662 (D. Md.).

Best Regards,



Alexander C. Haggis
Controller

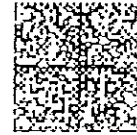
Mitchell & Titus, LLP



**Mitchell
& Titus**

Mitchell & Titus, LLP

NEW YORK
NY 100
100 FEB '15
11:00 AM



U.S. POSTAGE P. NEYBOWES
7 P 10304 \$ 1.30

BURGER KING FAX CLASS ACTION SETTLEMENT ADMINISTRATOR

P.O. Box 43335

PROVIDENCE, RI

02940-3335

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FEB 12 15 10 11 AM